

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

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BASIL SEGGOS, Commissioner of the	:	
New York State Department of Environmental	:	Index No.: 16-451876
Conservation, the NEW YORK STATE	:	
DEPARTMENT OF ENVIRONMENTAL	:	Hon. Barbara Jaffe
CONSERVATION, and the STATE OF NEW	:	
YORK,	:	<b>CONSENT JUDGMENT</b>
	:	
Plaintiffs,	:	
	:	
-against-	:	
	:	
NORTH BERGEN BEVERAGE, LLC,	:	
	:	
Defendant.	:	
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**WHEREAS:**

A. Plaintiffs Basil Seggos, Commissioner of the New York State Department of Environmental Conservation, the New York State Department of Environmental Conservation (“DEC”), and the State of New York (collectively the “State”) commenced this action by filing a Summons and Verified Complaint on October 3, 2016, alleging that defendant, North Bergen Beverage, LLC, violated Environmental Conservation Law (“ECL”) § 27-1005, a provision of New York’s Returnable Container Act or “Bottle Bill” anti-litter statutory scheme, ECL Article 27, Title 10 and 6 NYCRR § 367.3(e), a Bottle Bill implementing regulation, and performed repeated illegal acts in carrying, conducting or transacting business under New York Executive Law § 63(12) by selling bottled and canned beverages regulated under the Bottle Bill upon which a New York deposit had not been initiated in New York State in accordance with the Bottle Bill, thereby undercutting competitors adhering to the requirement that only properly initiated regulated beverages be sold in New York, and depriving the State’s Bottle Bill deposit program of funds.

B. The Verified Complaint alleged, and seeks a judgment finding, that defendant: (1) violated ECL § 27-1005; (2) violated 6 NYCRR § 367.3(e); (3) violated Executive Law § 63(12); (4) is liable pursuant to ECL § 27-1015(2) for penalties of \$1,000 for the sale of each beverage container defendant sold into New York without paying a deposit; (5) is liable in the alternative pursuant to ECL § 27-1015(1) for penalties of \$500 for each regulated beverage container defendant sold into New York without paying a deposit; (6) is liable to pay the State restitution of four cents for each beverage container defendant sold into New York upon which a New York deposit had not been properly initiated; and (7) is subject to a Court Order enjoining defendant from continuing to sell beverages in New York upon which a New York deposit had not been properly initiated. The Verified Complaint seeks a judgment under the applicable statutes in the amount of up to \$1,000 for the sale of each beverage container defendant sold into New York upon which a New York deposit had not been initiated in accordance with the Bottle Bill, restitution to the State of four cents payment for each beverage container defendant sold into New York upon which a New York deposit had not been initiated in accordance with the Bottle Bill, and a judgment enjoining defendant from further sale into New York of regulated beverage containers in New York upon which a New York deposit had not been initiated in accordance with the Bottle Bill.

C. The State did not seek temporary or preliminary injunctive relief.

D. Defendant moved, pursuant to New York Civil Practice Law and Rule 3211(a), to dismiss the Verified Complaint on December 9, 2016 on grounds that the State had failed to state a claim and other grounds, and denying the allegations in the Verified Complaint in its motion.

E. The State filed papers opposing defendant's motion to dismiss on February 7, 2017. Defendant thereafter served reply papers. The Court initially scheduled oral argument on the

motion to dismiss for July 19, 2017, but the Court subsequently adjourned oral argument at the request of the parties to allow them time to pursue settlement discussions. Oral argument has not been held, and defendant's motion has not been decided.

F. In connection with settling this action, defendant paid the State, prior to submission of this Consent Judgment, \$150,000. \$100,000 of this amount was a civil penalty, and \$50,000 was for the State's costs of the investigation.

G. The State and defendant have reached a settlement of this action and have consented to the terms contained herein, and to the entry of this consent judgment and order ("Consent Judgment") for the purpose of resolving the State's remaining causes of action without the need for protracted litigation. In order to resolve this litigation, defendant has proposed withdrawing from the sale of Regulated Beverage Containers (as defined below) in New York for a period of three years, to which the State has agreed. Defendant consents to the jurisdiction of this Court solely for purposes of entering and enforcing this Consent Judgment; and the State having determined that the Consent Judgment is in the public interest:

**IT IS HEREBY STIPULATED, ORDERED AND ADJUDGED** as follows:

1. It is the express understanding and agreement of the parties that, upon execution of this Consent Judgment by their respective authorized counsel, and when "So Ordered" by the Court, this Consent Judgment shall be and have the force of an order and judgment of the Court, and may be enforced as such by all parties.

2. Definitions: Unless otherwise specified, capitalized terms used herein shall have the same meaning as the definitions set forth in ECL § 27-1003 of the Returnable Container Act ("RCA") and in 6 NYCRR §367.2. In addition, the following definitions shall apply:

a. "Regulated Beverage" means a Beverage packaged in a Beverage Container.

- b. "Regulated Beverage Container" or "RBC" means refer to a Beverage Container that is subject to regulation under the RCA.
- c. "Deposit" means the Refund Value required under ECL § 27-1005.
- d. "NY-Initiated RBC" means an RBC upon which the Deposit has been collected and paid into a "refund value account" by a New York registered deposit initiator, as that term is defined in ECL §27-1003(5-a), as required by ECL § 27-1012.
- e. "North Bergen Beverage" means North Bergen Beverage, LLC, a New Jersey limited liability company with a main business address at 2111 83rd Street, North Bergen, NJ 07047-4722. North Bergen Beverage includes owners, officers, directors, partners, employees, agents, or representatives acting on behalf of, or within the scope of their employment with the limited liability company. However, any term hereunder that requires payment of money to the State shall only impose obligations on the limited liability company itself.
- f. "Labelled" means properly labelled with a New York State Refund Value in accordance with ECL §27-1011(1) and 6 NYCRR §367.8.
- g. The "Subpoena" means the subpoena issued by the Office of the New York State Attorney General ("OAG") on or about November 23, 2015, to the wholesale beverage distributor located at 2111 83rd Street, North Bergen, NJ 07047-4722, which does or has done business under the name Beverage Plus Inc.
- h. "Effective Date" shall mean the date a fully executed copy of this Consent Judgment is signed by the Court and docketed.

**Payment of Penalties and the Cost of the Investigation**

3. Subject to the terms and conditions of this Consent Judgment, North Bergen Beverage shall pay the State a total of One Million Dollars (\$1,000,000.00) in civil penalties, restitution, and for the State's cost of its investigation in this matter, including the \$150,000 previously paid. Of this total amount, Four Hundred Thousand Dollars (\$400,000.00) shall be payable hereunder, and Four Hundred Fifty Thousand Dollars (\$450,000.00) shall be suspended, in full resolution of all outstanding claims in the Verified Complaint, or claims that the State could have brought based upon documents and other information produced by North Bergen Beverage in response to the Subpoena and/or pursuant to the State's investigation prior to commencement of this action up to, and including, the signing of this Consent Judgment by the parties.

4. At the time of execution of this Consent Judgment by the parties, North Bergen Beverage shall provide the State with a certified or bank check in the amount of Four Hundred Thousand Dollars (\$400,000.00) payable to the State of New York. The State shall hold the \$400,000 payment in escrow pending the Effective Date, after which the State may cash the check. If the Court declines to enter this Consent Judgment, then the State shall return the \$400,000 payment to North Bergen Beverage. The payments made by North Bergen Beverage shall constitute full payment of costs, restitution and penalties.

5. For a period of three (3) years from the Effective Date (the "Suspended Penalty Period"), the \$450,000.00 shall be suspended and shall remain suspended provided that North Bergen Beverage remains in compliance with the terms of this Consent Judgment, subject to the limitations in the paragraphs below concerning dispute resolution. In the event of violation of this Consent Judgment by North Bergen Beverage and issuance of a Notice of Violation

("NOV") to North Bergen Beverage by the State during the Suspended Penalty Period, the suspended penalty shall become due and owing, subject to North Bergen Beverage's right of review hereunder. North Bergen Beverage shall be entitled to challenge any NOV pursuant to paragraphs 10-12 below.

6. For avoidance of doubt, North Bergen Beverage shall not be subject to additional penalties, costs, or restitution for any violations alleged in the Verified Complaint, beyond the payable and Suspended Penalty (should the Suspended Penalty be triggered). The suspended penalty shall terminate at the expiration of the Suspended Penalty Period, unless the State has issued an NOV which remains unresolved at that time. In that event, the Suspended Penalty Period shall be extended through and including the ultimate resolution of the NOV, including any judicial review. North Bergen Beverage shall be subject to new statutory penalties under the RCA for any violations that it is found to have committed after the signing of this Consent Judgment.

**Returnable Container Act Compliance Assurance Requirements**

7. Subject to paragraph 22 below, during the Suspended Penalty Period, North Bergen Beverage shall not sell Regulated Beverage Containers in New York. This prohibition shall not limit or interfere with North Bergen Beverage's ability to sell non-RBC products in New York. To assist North Bergen Beverage in complying, the DEC has reviewed the list of

products attached as Appendix A, and agrees the listed products are non-RBC products under the Bottle Bill as of January 3, 2017.<sup>1</sup>

8. If and to the extent North Bergen Beverage is engaged in the sale or distribution of Regulated Beverage Containers in New York, after expiration of the Suspension Penalty Period and prior to termination of this Consent Judgment, North Bergen Beverage shall comply with all applicable requirements of the Returnable Container Act and the regulations promulgated pursuant thereto at 6 NYCRR Part 367 (including any revisions or amendments thereto), including, but not limited to: (a) selling and/or distributing only NY-Initiated RBCs in New York; (b) charging deposits on all sales of RBCs in New York; and (c) only selling RBCs in New York that are properly labelled with the New York Refund Value. If North Bergen Beverage decides to resume selling Regulated Beverage Containers in New York after the Suspended Penalty Period and prior to the termination of this Consent Judgment, it shall: (a) give written notice to the State contemporaneously with its resumption of sales; and (b) adopt, prior to resuming sales, a record-keeping system that tracks where and from what source North Bergen Beverage acquired any Regulated Beverage Container that it sells in New York.

9. During the Suspended Penalty Period, if the State has a reasonable basis to believe that North Bergen Beverage is selling RBCs in New York, North Bergen Beverage shall, upon request, provide records to the State concerning the sale of any such product by North

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<sup>1</sup> If DEC subsequently determines that any product listed on Appendix A fits within the definition of Regulated Beverage Container, and DEC provides written notification, including an explanation of why the product is regulated under the RCA, then Defendant shall cease selling that product in New York within fourteen (14) days of Defendant's receipt of DEC's written notification. Any sale of such product by Defendant shall not constitute a violation of this Consent Judgment unless and until DEC provides such written notification and support, and the fourteen-day period expires.

Bergen Beverage in New York, within ten (10) business days of receiving a written request for such records.

**Notices of Violation and Dispute Resolution**

10. If the State believes that North Bergen Beverage has violated this Consent Judgment by (a) selling Regulated Beverage Containers in the State of New York during the Suspended Penalty Period, or (b) otherwise selling Regulated Beverage Containers in New York in violation of the Bottle Bill after expiration of the Suspended Penalty Period and before termination of this Consent Judgment, the State may issue North Bergen Beverage a written NOV, which may include the assessment of the Suspended Penalty (if within the Statutory Penalty Period) and/or a statutory penalty by certified U.S. Mail directed to North Bergen Beverage's undersigned counsel. The NOV shall specify the date, location and basis for the alleged violation. North Bergen Beverage shall have fourteen (14) calendar days to respond in writing. If the State is not satisfied with North Bergen Beverage's response, it shall notify North Bergen Beverage with a written Final NOV. The State may deem any NOV to which North Bergen Beverage does not respond in writing a Final NOV after North Bergen Beverage's time to respond expires.

11. After the Suspended Penalty Period, and prior to the termination of this Consent Judgment, if the State believes that North Bergen Beverage has violated this Consent Judgment in any way that does not concern the sale of Regulated Beverage Containers in the State of New York, such as by failing to notify the State in writing that it will again be selling Regulated Beverage Containers in New York, resuming such sales without adopting a record-keeping system that tracks where and from what source North Bergen Beverage acquired any Regulated Beverage Container that it sells in New York, or failing to timely produce records, the State



may issue North Bergen Beverage a written NOV, by certified U.S. Mail directed to North Bergen Beverage's undersigned counsel. The NOV shall specify the date and bases for the subject violation, including any requested statutory penalty. North Bergen Beverage shall have a twenty (20) calendar day period to cure the violation after receipt of the NOV from the State, and if it elects to cure, shall provide the State with a written description of the steps taken to cure the violation. The State shall notify North Bergen Beverage in writing if it agrees that North Bergen Beverage has cured the non-compliance. If North Bergen Beverage believes it did not violate this Consent Judgment then it shall have fourteen (14) calendar days to respond in writing, which period shall commence at the end of the cure period.

12. North Bergen Beverage's sole remedy to challenge a Final NOV asserting a violation of this Consent Judgment is an Article 78 Proceeding in New York State Supreme Court for New York County. To do so, and notwithstanding CPLR § 217 (or any successor rule), North Bergen Beverage must commence the Article 78 proceeding within thirty (30) calendar days of receiving the Final NOV. If such a proceeding is commenced, the challenged Final NOV shall be deemed a final agency action. If North Bergen Beverage does not commence an Article 78 proceeding within thirty (30) days of receiving the Final NOV, then it shall waive the right to challenge the Final NOV. The parties may agree, in writing and on a case-by-case basis, to extend the period within which North Bergen Beverage must commence an Article 78 proceeding to challenge any Final NOV. In any such proceeding, North Bergen Beverage shall have the burden of demonstrating that the Final NOV was arbitrary and capricious based upon the applicable rules of civil procedure.

13. In the event that a Final NOV triggers the requirement that North Bergen Beverage pay the Suspended Penalty, the State shall be entitled to enter judgment, at the later of:

(a) expiration of North Bergen Beverage's time to commence an Article 78 proceeding challenging the Final NOV; or (b) if North Bergen Beverage commences an Article 78 proceeding, the completion of that proceeding, including the exhaustion of all available appeals, should the Court uphold the Final NOV.

14. The State may bring an action in New York State Supreme Court for New York County to enforce any Final NOV. North Bergen Beverage consents to venue in New York County Supreme Court for any such action.

#### **Duty to Cooperate**

15. North Bergen Beverage, its members, officers and any employees or agents it controls shall cooperate by providing truthful testimony upon receipt of a properly served subpoena from the State concerning matters the State deems relevant, subject to any applicable constitutional rights against self-incrimination or privileges.

#### **General Provisions**

16. The failure to enforce any alleged violation of any term of this Consent Judgment by any party shall not constitute or be deemed or construed to constitute any waiver of such violation or any other violation. No amendment to, change of or suspension or waiver of this Consent Judgment shall be binding or of any force or effect unless and until signed by all parties or their authorized counsel and "So Ordered" by the Court.

17. Nothing contained in, nor any civil enforcement of the terms of this Consent Judgment shall constitute a waiver or bar of the rights of OAG, or any other prosecuting authority with jurisdiction, to obtain criminal sanctions or to impose civil penalties for any conduct that violates the terms of this Consent Judgment, or any violation of the ECL, or other applicable laws that are not addressed and resolved by this Consent Judgment.

18. Service of any NOV or Final NOV hereunder shall be made by certified United States mail, return receipt requested, directed to North Bergen Beverage's undersigned counsel. North Bergen Beverage reserves the right to designate other counsel of record for service. If North Bergen Beverage designates other counsel of record for receipt of service, or counsel of record's address changes, North Bergen Beverage shall notify the State in writing within two weeks of such change at the addresses listed in Paragraph 19.

19. All communications or submissions by North Bergen Beverage shall be sent by overnight or regular mail to the following:

Cristin Clarke  
Senior Attorney  
New York State Department of Environmental Conservation  
625 Broadway, 14<sup>th</sup> Floor  
Albany, New York 12233-1500  
Email: [cristin.clarke@dec.ny.gov](mailto:cristin.clarke@dec.ny.gov)

Assistant Attorney General Andrew Gershon  
Office of the Attorney General  
Environmental Protection Bureau  
120 Broadway – 26<sup>th</sup> floor  
New York, New York 10271  
Email: [andrew.gershon@ag.ny.gov](mailto:andrew.gershon@ag.ny.gov)

The State reserves the right to designate other persons for receipt of communications or submissions.

20. All payments required hereunder shall be made by certified or bank check payable to the State of New York, submitted to the attorney at the Office of the Attorney General identified pursuant to Paragraph 19.

21. The State shall submit this Consent Judgment to the Court within three business days after the stipulation of discontinuance is filed.

22. This Consent Judgment shall be binding upon the parties and their respective employees, principals, agents, heirs, successors and assigns, but shall not prohibit or limit North Bergen Beverage's employees, principals, agents, heirs, successors and assigns from seeking employment or an ownership interest in a New York company, which has one or more facilities for handling inventory physically located in New York, that is engaged in the purchase and sale of Regulated Beverage Containers in New York.

23. The penalties, costs, and restitution in this Consent Judgment apply to and resolve all violations of the RCA by North Bergen Beverage, its owners, officers, employees, principals, and agents, as of the date the parties sign, of which the State had knowledge, or should reasonably have known of based on the documents and information provided in response to the Subpoena, and/or through the State's investigation of North Bergen Beverage's activities prior to commencement of this action up to, and including, the signing of this Consent Judgment by the parties.

24. The Court shall retain jurisdiction over this matter for purposes of enforcing this Consent Judgment.

25. Any terms or conditions of this Consent Judgment that remain applicable as of the five (5) year anniversary of the Effective Date shall expire on that anniversary, and this Consent Judgment shall terminate.

26. The parties may execute this Consent Judgment in counterparts and by electronic signature. Copies of signatures, including copies transmitted electronically, shall be treated as originals.

**CONSENTED AND AGREED TO:**

ERIC T. SCHNEIDERMAN  
Attorney General of the State of New York  
Attorney for Plaintiffs

ZARIN & STEINMETZ.  
Attorneys for Defendant

By: Andrew J. Gershon

By: Helen C. Mauch

Andrew J. Gershon  
Assistant Attorney General  
Environmental Protection Bureau  
120 Broadway  
New York, New York 10271  
(212) 416-8474

Helen C. Mauch, Esq.  
81 Main Street, Suite 415  
White Plains, New York 10601  
(914) 682-7800

Dated: January 10, 2018

Dated: January 9, 2018

**SO ORDERED AND ADJUDGED:**

[Signature]  
Hon. Barbara Jaffe  
Dated: 1/11/18

**BARBARA JAFFE**  
**J.S.C.**

# **APPENDIX A**

## **LIST OF CERTAIN NON-RBC PRODUCTS UNDER THE BOTTLE BILL**

**APPENDIX A: LIST OF CERTAIN BEVERAGE PRODUCTS THAT DEC HAS DETERMINED ARE NOT REGULATED BEVERAGE CONTAINERS UNDER THE RETURNABLE CONTAINER ACT, AS OF JANUARY 3, 2018. ALL PRODUCTS ON THIS LIST ARE PRESUMED TO BE NON-CARBONATED. CARBONATED SOFT DRINKS ARE REGULATED AND SHOULD NOT BE INCLUDED IN THE BELOW TABLE.**

**Note: Product formulations may change. For determinations on whether a product is a regulated beverage in New York, call the Division of Materials Management, Bureau of Waste Reduction and Recycling at 518-402-8706.**

<b>Product Description</b>
ARI24DGT (ARIZONA 24OZ CAN DIET GREEN TEA)
ARI24E (ARIZONA 23 OZ CANS ENERGY)
ARI24F (ARIZONA 24OZ CANS FRUIT PUNCH)
ARI24G (ARIZONA 24OZ CANS GRAPE)
ARI24GR (ARIZONA 24OZ CANS GREEN TEA)
ARI24H (ARIZONA 24OZ CANS HALF AND HALF)
ARI24HZ (ARIZONA 24OZ CANS HALF AND HALF ZERO)
ARI24KS (ARIZONA 24OZ CANS KIWI STRAWBERRY)
ARI24LT (ARIZONA 24OZ CANS LEMON TEA)
ARI24MM (ARIZONA 24OZ CANS MUCHO MANGO)
ARI24O (ARIZONA 24OZ CANS ORANGEADE)
ARI24PT (ARIZONA 24OZ CANS PEACH TEA)
ARI24RT (ARIZONA 24OZ CANS RASPBERRY TEA)
ARI24S (ARIZONA 24OZ CANS SWEET TEA)
ARI24SPL (ARIZONA 24OZ CANS HALF SWEET TEA HALF PINK LEMONADE)
ARI24W (ARIZONA 24OZ CANS WATERMELON)
ARITB20EN (ARIZONA 20 OZ PLASTIC TALL BOYS BOTTLE ENERGY)
ARITB20F (ARIZONA 20 OZ PLASTIC TALL BOYS BOTTLE FRUIT PUNCH)
ARITB20GR (ARIZONA 20 OZ PLASTIC TALL BOYS BOTTLE GREEN TEA)
ARITB20H (ARIZONA 20OZ PLASTIC TALL BOYS BOTTLE HALF AND HALF)
ARITB20LT (ARIZONA 20OZ PLASTIC TALL BOYS BOTTLE LEMON TEA)
ARITB20M (ARIZONA 20OZ PLASTIC TALL BOYS BOTTLE MANGO)
ARITB20S (ARIZONA 20OZ PLASTIC TALL BOYS BOTTLE SWEET TEA)
ARITB20W (ARIZONA 20OZ PLASTIC TALL BOYS BOTTLE WATERMELON)
BAI18B (BAI 18OZ PLASTIC BOTTLE, ANTIOXIDANT INFUSION, BRASILIA BLUEBERRY ) Antioxidant Beverage, 1g sugar.
BAI18C (BAI 18OZ PLASTIC BOTTLE, COCONUT) Antioxidant Cocofusion (discontinued)
BAI18CLE (BAI 18OZ PLASTIC BOTTLE, CLEMENTINE)
BAI18DRA (BAI 18OZ PLASTIC BOTTLE DRAGON FRUIT)
BAI18L (BAI 18OZ PLASTIC BOTTLE LEMON) Antioxidant Infusion LIMU LEMON
BAI18LEMT (BAI 18OZ PLASTIC BOTTLE LEMONADE TEA)
BAI18MAN (BAI 18OZ PLASTIC BOTTLE MANGO)
BAI18PEA (BAI 18OZ PLASTIC BOTTLE PEACH)

BAI18POM (BAI 18OZ PLASTIC BOTTLE POMEGRANATE)
BAI18SL (BAI 18OZ PLASTIC BOTTLE STRAWBERRY LEMONADE)
BAI18W (BAI 18OZ PLASTIC BOTTLE WATERMELON)
COUNTRY TIME LEMONADE 20OZ PLASTIC BOTTLE Natural lemon flavor drink with other natural flavors
CSV (CAPRI SUNS VARIETY PACK)
DOLE46(12PACK) (DOLE 46 OZ (12 PACK) CAN) 100% pineapple juice
DOLE8 (DOLE 8OZ CANS) 100% pineapple juice
GAT32BR (GATORADE 32OZ BLUE RASPBERRY); plastic bottle
GAT32F (GATORADE 32OZ FRUIT PUNCH); plastic bottle
GAT32FG (GATORADE 32OZ FIERCE GRAPE) plastic bottle
GAT32GF (GATORADE 32OZ GLACIER FREEZE) plastic bottle
GAT32LL (GATORADE 32OZ LEMON LIME) plastic bottle
GAT32O (GATORADE 32OZ ORANGE) plastic bottle;
GLA20E (GLACEAU 20OZ VITAMIN WATER ESSENTIAL (ORANGE CARROT) REGULAR); contains sugars.
GLA20EN (GLACEAU 20OZ VITAMIN WATER ENERGY, REGULAR); contains sugars.
GLA20F (GLACEAU 20OZ VITAMIN WATER FOCUS, REGULAR); contains sugars.
GLA20G (GLACEAU 20OZ VITAMIN WATER GOGO ZERO); contains sugars.
GLA20P (GLACEAU 20OZ VITAMIN WATER POWER- C, REGULAR); contains sugars
GLA20R (GLACEAU 20OZ VITAMIN WATER REVIVE PURPLE, REGULAR); contains sugars.
GLA20REF (GLACEAU 20OZ REFRESH TROPICAL MANGO, REGULAR); contains sugars
GLA20SQR (GLACEAU 20OZ VITAMIN WATER SQUEEZED REGULAR); contains sugars.
GLA20X (GLACEAU 20OZ VITAMIN WATER XXX REGULAR); contains sugars.
GLA20XZ (GLACEAU 20OZ VITAMIN WATER XXX ZERO); contains sugars.
GTW20BR (GATORADE 20oz BLUE); plastic bottle
GTW20F (GATORADE 20oz FRUIT PUNCH) plastic bottle
GTW20FBB (GATORADE 20OZ FLOW BLACKBERRY WAVE) plastic bottle
GTW20FG (GATORADE 20oz FIERCE GRAPE) plastic bottle
GTW20FIERCE (GATORADE 20OZ FIERCE VARIETY) plastic bottle
GTW20FKS (GATORADE 20OZ FLOW KIWI STRAWBERRY) plastic bottle
GTW20G2F (GATORADE 20OZ G2 FRUIT PUNCH) plastic bottle
GTW20G2FG (GATORADE 20OZ G2 FIERCE GRAPE) plastic bottle
GTW20GA (GATORADE 20OZ GREEN APPLE plastic bottle;
GTW20GC (GATORADE 20OZ GLACIER CHERRY plastic bottle
GTW20GF (GATORADE 20oz GLACIER FREEZE) plastic bottle
GTW20LL (GATORADE 20oz LEMON LIME) plastic bottle
GTW20LV (GATORADE 20OZ LIBERTY VARIETY) plastic bottle
GTW20O (GATORADE 20oz ORANGE) plastic bottle
HAW12 (HAWAIIAN PUNCH 12oz CAN), Fruit Punch Drink
HAW20 (HAWAIIAN PUNCH 20oz, PLASTIC BOTTLE) Fruit Punch Drink
HAW2L (HAWAIIAN PUNCH 2 LITER PLASTIC BOTTLE) Fruit Punch Drink
HON16G (HONEST TEA 16.9 OZ PLASTIC BOTTLE, GREEN TEA)
HON16H (HONEST TEA 16.9 OZ PLASTIC BOTTLE, HALF AND HALF)
HON16L (HONEST TEA 16.9 OZ PLASTIC BOTTLE, LEMON BLACK)
HON16M (HONEST TEA 16.9OZ PLASTIC BOTTLE, ORANGE MANGO)



HON16P (HONEST TEA 16.9OZ PLASTIC BOTTLE, PEACH)
HON16POM (HONEST TEA 16.9OZ PLASTIC BOTTLE, POMEGRANATE)
HON16R (HONEST TEA 16.9OZ PLASTIC BOTTLE, RASPBERRY TEA)
HON16US (HONEST TEA 16.9OZ PLASTIC BOTTLE, UNSWEETENED TEA)
JOE200ZBTU (JOE TEA 20OZ GLASS BOTTLE, BLACK TEA UNSWEETENED)
JOE200ZEN (JOE TEA 20OZ GLASS BOTTLE, ENERGY)
JOE200ZGT (JOE TEA 20OZ GLASS BOTTLE, GREEN TEA WITH GINSENG)
JOE200ZGTL (JOE TEA 20OZ GLASS BOTTLE, GREEN TEA LOW SUGAR)
JOE200ZLE (JOE TEA 20OZ GLASS BOTTLE, LEMONADE)
JOE200ZLIT (JOE TEA 20OZ GLASS BOTTLE, HALF AND HALF)
JOE200ZLITZ (JOE TEA 20OZ GLASS BOTTLE, HALF AND HALF ZERO)
JOE200ZLT (JOE TEA 20OZ GLASS BOTTLE, LEMON TEA)
JOE200ZLTZ (JOE TEA 20OZ GLASS BOTTLE, LEMON TEA ZERO)
JOE200ZML (JOES TEA 20OZ GLASS BOTTLE, MANGO LEMONADE)
JOE200ZPL (JOE TEA 20OZ GLASS BOTTLE, PINK LEMONADE)
JOE200ZPT (JOE TEA 20OZ GLASS BOTTLE, PEACH TEA)
JOE200ZPTL (JOE TEA 20OZ GLASS BOTTLE, PEACH TEA LEMONADE)
JOE200ZPTZ (JOE TEA 20OZ GLASS BOTTLE PEACH TEA ZERO)
JOE200ZRL (JOE TEA 20OZ GLASS BOTTLE RASPBERRY LEMONADE)
JOE200ZRT (JOE TEA 20OZ GLASS BOTTLE, RASPBERRY TEA)
JOE200ZSL (JOE TEA 20OZ GLASS BOTTLE, STRAWBERRY LEMONADE)
JOE200ZST (JOE TEA 20OZ GLASS BOTTLE, SWEET TEA)
KAJ (KOOL-AID JAMMERS 40 PACK VARIETY)
KISCO (KISKO GIANT FREEZIES 50/5.5OZ)
LIP12 (LIPTON BRISK TEA 12oz CANS)
LIP16 (LIPTON BRISK TEA 16OZ PLASTIC BOTTLE)
LIP1L (LIPTON BRISK TEA 1 LITER BOTTLE)
LIP20 (LIPTON 20OZ PLASTIC BOTTLE, BRISK TEA)
LIP20G (LIPTON 20oz PLASTIC BOTTLE, GREEN TEA)
LIP20GD (LIPTON 20oz PLASTIC BOTTLE, DIET GREEN TEA)
LIP2L (LIPTON TEA 2 LITER BOTTLE)
MIS16BB (MISTIC 16OZ GLASS BOTTLE, BAHAMA BLUEBERRY)
MIS16FP (MISTIC 16oz GLASS BOTTLE TROPICAL FRUIT PUNCH)
MIS16GS (MISTIC 16oz GLASS BOTTLE GRAPE STRAWBERRY)
MIS16KS (MISTIC 16oz GLASS BOTTLE KIWI STRAWBERRY)
MIS16KW (MISTIC 16oz GLASS BOTTLE KIWI WATERMELON)
MIS16LC (MISTIC 16oz GLASS BOTTLE LOTTA COLADA)
MIS16LT (MISTIC 16oz GLASS BOTTLE LEMON TEA)
MIS16MCJ (MISTIC 16oz GLASS BOTTLE MANGO CARROT JUICE)
MIS16MM (MISTIC 16oz GLASS BOTTLE MANGO MANIA)
MIS16OCB (MISTIC 16oz GLASS BOTTLE ORANGE CARROT JUICE)
MIS16OMC (MISTIC 16oz GLASS BOTTLE ORANGE MANGO CARROT)
MIS16PCJ (MISTIC 16oz GLASS BOTTLE PEACH CARROT JUICE)
MIS16SB (MISTIC 16oz GLASS BOTTLE STRAWBERRY/BANANA)
MIS16TC (MISTIC 16oz GLASS BOTTLE TROPICAL CARROT JUICE)
MM12L (MINUTE MAID 12OZ CAN LEMONADE)
MM20FP (MINUTE MAID 20oz PLASTIC BOTTLE, FRUIT PUNCH)
MM20L (MINUTE MAID 20oz PLASTIC BOTTLE, LEMONADE)

MM20PL (MINUTE MAID 20oz PLASTIC BOTTLE, PINK LEMONADE)
MM20S (MINUTE MAID 20oz STRAWBERRY LEMONADE) PLASTIC BOTTLE
MUS14 (MUSCLE MILK 14oz PLASTIC BOTTLE)
MUS14B (MUSCLE MILK 14oz PLASTIC BOTTLE, BANANA CREME)
MUS14C (MUSCLE MILK 14oz PLASTIC BOTTLE, CHOCOLATE)
MUS14V (MUSCLE MILK 14oz PLASTIC BOTTLE, VANILLA CREAM)
NESQ14C (NESQUICK 14OZ PLASTIC BOTTLE, CHOCOLATE)
NESQ14S (NESQUICK 14OZ PLASTIC BOTTLE, STRAWBERRY)
NESQ14SB (NESQUICK 14OZ PLASTIC BOTTLE, STRAWBERRY/BANANA)
NESQ14V (NESQUICK 14OZ PLASTIC BOTTLE, VANILLA)
NUT12B (NUTRAMENT 12OZ CAN, BANANA)
NUT12CH (NUTRAMENT 12OZ CAN, CHOCOLATE)
NUT12S (NUTRAMENT 12OZ CAN, STRAWBERRY)
NUT12V (NUTRAMENT 12OZ CAN, VANILLA)
OCE32C (OCEAN SPRAY 32oz PLASTIC BOTTLE CRANBERRY)
OCE64C (OCEAN SPRAY 64oz PLASTIC BOTTLE CRANBERRY)
PURE20LIT (PURE LEAF 20OZ BOTTLE, HALF LEMONADE HALF ICED TEA)
PURE20OZDLT (PURE LEAF 20OZ BOTTLE, DIET LEMON TEA)
PURE20OZGT (PURE LEAF 20OZ BOTTLE, GREEN TEA)
PURE20OZLT (PURE LEAF 20OZ BOTTLE, LEMON TEA)
PURE20OZP (PURE LEAF 20OZ BOTTLE, PEACH TEA)
PURE20OZRT (PURE LEAF 20OZ BOTTLE, RASPBERRY TEA)
PURE20OZSW (PURE LEAF 20OZ BOTTLE, SWEET TEA)
PURE20OZUS (PURE LEAF 20OZ BOTTLE, UNSWEETENED TEA)
SNA12KS (SNAPPLE 12OZ CAN KIWI STRAWBERRY)
SNA12LT (SNAPPLE 12OZ CAN LEMON TEA)
SNA12MM (SNAPPLE 12OZ CAN MANGO MADNESS)
SNA12PT (SNAPPLE 12OZ CAN PEACH TEA)
SNA12RT (SNAPPLE 12OZ CAN RASPBERRY TEA)
SNA16A (SNAPPLE 16OZ BOTTLE APPLE)
SNA16B (SNAPPLE 16OZ BOTTLE BANANA)
SNA16CANPG (SNAPPLE 16OZ CAN PEACH GREEN)
SNA16CP (SNAPPLE 16OZ BOTTLE CHERRY POMEGRANATE)
SNA16CR (SNAPPLE 16OZ GLASS BOTTLE CRANBERRY RASPBERRY)
SNA16DCR (SNAPPLE 16OZ GLASS BOTTLE DIET CRAN/RASP)
SNA16DH (SNAPPLE 16OZ GLASS BOTTLE DIET HALF & HALF)
SNA16DLG (SNAPPLE 16OZ BOTTLE DIET LIME GREEN)
SNA16DNB (SNAPPLE 16OZ BOTTLE DIET NONI BERRY)
SNA16DPT (SNAPPLE 16OZ BOTTLE DIET PEACH TEA)
SNA16DRT (SNAPPLE 16OZ BOTTLE DIET RASPBERRY TEA)
SNA16FP (SNAPPLE 16OZ BOTTLE FRUIT PUNCH)
SNA16G (SNAPPLE 16OZ BOTTLE GRAPE)
SNA16KS (SNAPPLE 16OZ BOTTLE KIWI STRAWBERRY)
SNA16LE (SNAPPLE 16OZ BOTTLE LEMONADE)
SNA16LG (SNAPPLE 16OZ BOTTLE LIME GREEN)
SNA16LIT (SNAPPLE 16OZ BOTTLE HALF LEMONADE & HALF ICED TEA)
SNA16LT (SNAPPLE 16OZ BOTTLE LEMON TEA)
SNA16LTD (SNAPPLE 16OZ BOTTLE DIET LEMON TEA)

SNA16MAN (SNAPPLE 16OZ BOTTLE MANGOS)
SNA16MM (SNAPPLE 16OZ BOTTLE MANGO MADNESS)
SNA16MP (SNAPPLE 16OZ BOTTLE MANGO PEACH)
SNA16MT (SNAPPLE 16OZ BOTTLE MANGO-TEA)
SNA16O (SNAPPLE 16OZ BOTTLE ORANGEADE)
SNA16OC (SNAPPLE 16OZ BOTTLE ORANGE/CARROT)
SNA16PL (SNAPPLE 16OZ BOTTLE PINK LEMONADE)
SNA16PLD (SNAPPLE 16OZ BOTTLE PINK LEMONADE DAZE)
SNA16PM (SNAPPLE 16OZ BOTTLE PEACH MANGO)
SNA16POM (SNAPPLE 16OZ BOTTLE POMEGRANATE RASPBERRY)
SNA16PP (SNAPPLE 16OZ BOTTLE PEACH PASSION)
SNA16PT (SNAPPLE 16OZ BOTTLE PEACH TEA)
SNA16R (SNAPPLE 16OZ BOTTLE RASPBERRY)
SNA16RPE (SNAPPLE 16OZ BOTTLE RASPBERRY/PEACH)
SNA16SU (SNAPPLE 16OZ BOTTLE STRAIGHT UP TEA)
SNA16TAR (SNAPPLE 16OZ BOTTLE TROP-A-ROCK BRETT MICHAELS)
SNA20AP (SNAPPLE 20OZ BOTTLE APPLE)
SNA20DLT (SNAPPLE 20OZ BOTTLE DIET LEMON TEA)
SNA20DPT (SNAPPLE 20OZ BOTTLE DIET PEACH TEA)
SNA20FP (SNAPPLE 20OZ BOTTLE FRUIT PUNCH)
SNA20KS (SNAPPLE 20OZ BOTTLE KIWI STRAWBERRY)
SNA20LT (SNAPPLE 20OZ BOTTLE LEMON TEA)
SNA20MAM (SNAPPLE 20OZ BOTTLE MANGO MADNESS)
SNA20P (SNAPPLE 20OZ BOTTLE, PEACH TEA)
SNA20R (SNAPPLE 20OZ BOTTLE, RASPBERRY TEA)
SNA32DLT (SNAPPLE 32OZ BOTTLE, DIET LEMON TEA)
SNA32DPT (SNAPPLE 32OZ BOTTLE, DIET PEACH TEA)
SNA32FP (SNAPPLE 32OZ BOTTLE FRUIT PUNCH)
SNA32KS (SNAPPLE 32OZ BOTTLE, KIWI STRAWBERRY)
SNA32LT (SNAPPLE 32OZ BOTTLE, LEMON TEA)
SNA32MM (SNAPPLE 32OZ BOTTLE, MANGO MADNESS)
SNA32PT (SNAPPLE 32OZ BOTTLE, PEACH TEA)
SNA32RT (SNAPPLE 32OZ BOTTLE, RASPBERRY TEA)
SNA64DH (SNAPPLE 64OZ BOTTLE, DIET HALF AND HALF)
SNA64DLT (SNAPPLE 64OZ BOTTLE, DIET LEMON TEA)
SNA64DPT (SNAPPLE 64OZ BOTTLE DIET PEACH TEA)
SNA64H (SNAPPLE 64OZ BOTTLE, HALF LEMONADE HALF ICED TEA)
SNA64KS (SNAPPLE 64OZ BOTTLE, KIWI/STRAWBERRY)
SNA64LT (SNAPPLE 64OZ BOTTLE, LEMON TEA)
SNA64MM (SNAPPLE 64OZ BOTTLE, MANGO MADNESS)
SNA64O (SNAPPLE 64 OZ BOTTLE, ORANGE)
SNA64PT (SNAPPLE 64OZ BOTTLE PEACH TEA)
SNA64R (SNAPPLE 64OZ BOTTLE RASPBERRY)
STAC15PACK (STARBUCKS 10 OZ BOTTLE COFFEE 15 PACK)
STAM15PK (STARBUCKS 10 OZ BOTTLE MOCHA 15PACK)
STAV15PK (STARBUCKS 10 OZ BOTTLE VANILLA 15 PACK)
SUNNY DELIGHT 20OZ PLASTIC BOTTLE
SUNNY DELIGHT 2 LITER BOTTLE, 6 PACK

TRO10A (TROPICANA 10oz APPLE JUICE PLASTIC BOTTLE)
TRO10CB (TROPICANA 10oz PLASTIC BOTTLE, CRANBERRY JUICE)
TRO10O (TROPICANA 10oz PLASTIC BOTTLE, ORANGE)
TRO10RR (TROPICANA 10oz PLASTIC BOTTLE, RUBY RED)
TRO15A (TROPICANA PLASTIC BOTTLE, 15.2oz APPLE)
TRO15C (TROPICANA 15.2oz PLASTIC BOTTLE CRANBERRY)
TRO15GR (TROPICANA 15.2oz PLASTIC BOTTLE GRAPE)
TRO15OJP (TROPICANA 15.2oz PLASTIC BOTTLE ORANGE JUICE)
TRO15RR (TROPICANA 15.2oz PLASTIC BOTTLE RUBY RED)
TRO32A (TROPICANA 32oz PLASTIC BOTTLE, APPLE)
TRO32C (TROPICANA 32oz PLASTIC BOTTLE, CRANBERRY)
TRO32O (TROPICANA 32oz PLASTIC BOTTLE, ORANGE)
TRO32RR (TROPICANA 32oz PLASTIC BOTTLE, RUBY RED)
V81228 (V8 12oz CAN-24 PACK)
V812B (V8 12oz VEGETABLE BOTTLE)
V812BH (V8 12OZ BOTTLE HOT & SPICY)
V816B (V8 SPLASH 16oz PLASTIC BOTTLE, BERRY BLEND)
V816FM (V8 16OZ SPLASH PLASTIC BOTTLE, FRUIT MEDLEY)
V816KS (V8 SPLASH 16oz PLASTIC BOTTLE, KIWI STRAWBERRY)
V816T (V8 SPLASH 16oz PLASTIC BOTTLE TROPICAL BLEND)
YOO12 (YOOHOO 12oz CAN CHOCOLATE)
YOO16 (YOOHOO 16oz GLASS BOTTLE CHOCOLATE)