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10

11 UNITED STATES DISTRICT COURT
12 NORTHERN DISTRICT OF CALIFORNIA
13 SAN FRANCISCO DIVISION
14

15 UNITED STATES OF AMERICA,

16 Plaintiff,

17 v.

18 STARKIST CO.,

19 Defendant.
20

CASE NO. 18-CR-0513 EMC

STARKIST CO.'S REPLY TO UNITED STATES' RESPONSE TO STARKIST'S MEMORANDUM REGARDING TECHPACK SOLUTIONS CO., LTD.

Judge: Hon. Edward M. Chen
Date: August 7, 2019
Time: 10:00 a.m.
Courtroom: 5 – 17th Floor

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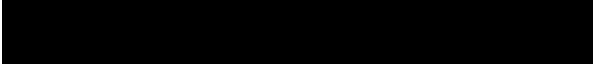
OTHER AUTHORITIES

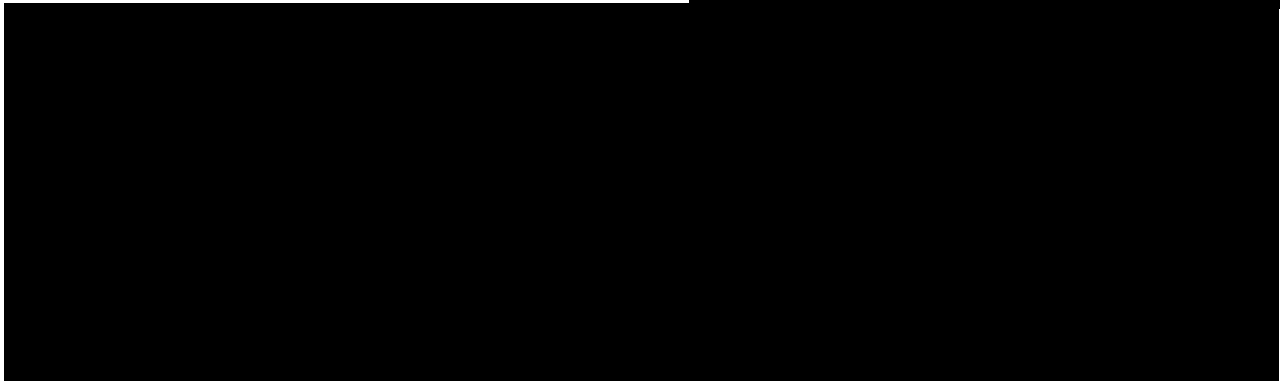
James R. Hitchner, *Financial Valuation: Application and Models*
(John Wiley & Sons, 2003)..... 6

1 Defendant StarKist Co. (“StarKist”) respectfully submits this Reply to the United States’
2 Response to StarKist’s Memorandum Regarding Techpack Solutions Co., Ltd. (“Techpack”)
3 (ECF No. 126) in support of its argument that StarKist is unable to pay a fine greater than \$50
4 million, as set forth in StarKist’s Sentencing Memorandum and Request for Evidentiary Hearing
5 (ECF No. 53).

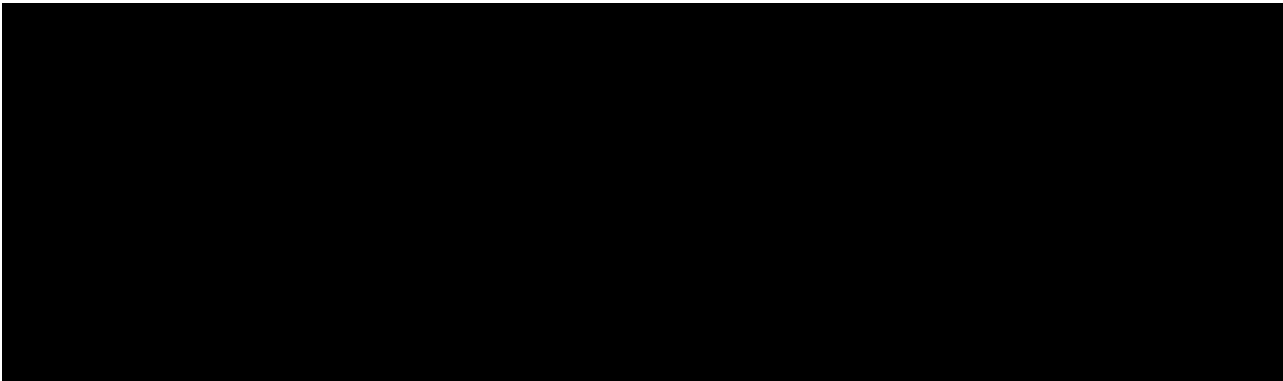
6 **I. INTRODUCTION**

7 The Department of Justice (“DOJ”) asks the Court to ignore the unrebutted evidence that
8 StarKist has proffered to support its inability-to-pay claims. Instead, DOJ argues that StarKist
9 should pay a \$100 million fine because StarKist did not disprove the hypothetical and counter-
10 factual scenarios that DOJ conjured up in its opposition. Indeed, no matter what evidence
11 StarKist offers, it appears that DOJ will counter with speculative and unrealistic suggestions of
12 how StarKist might afford to pay much more. DOJ does not proffer any new evidence in support
13 of its contentions. Instead, DOJ faults StarKist for not anticipating its hypotheticals and
14 disproving them. In doing so, DOJ is arguing for a different and higher standard of proof. DOJ
15 seeks to require StarKist to prove its ability to pay beyond a reasonable doubt, or at least by clear
16 and convincing evidence. But those are not the correct standards. StarKist need only prove its
17 inability to pay a \$100 million fine by a preponderance of the evidence. And StarKist has done
18 so.

19 The facts regarding Techpack are clear and uncontested. Techpack is an asset of
20 StarKist, and this fact was explicitly disclosed in StarKist’s audited financial statements, which
21 have been in DOJ’s possession for more than a year. 

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DOJ has not rebutted a single one of these established facts.

Setting aside the problems with DOJ’s heightened ability-to-pay standard, StarKist responds here to DOJ’s speculative and unrealistic hypotheticals, corrects DOJ’s misstatements of fact, and notes the absence of any credible evidence rebutting StarKist’s position. In so doing, StarKist surpasses its burden of proof and demonstrates yet again that it cannot afford a fine over \$50 million.

StarKist is requesting a \$50 million fine based solely on its ability to pay. Nevertheless, StarKist reiterates that the Plea Agreement contemplates, and the statute requires, that the Court assess whether the fine amount satisfies the § 3553 factors. Despite DOJ’s objections to the contrary, this obligation cannot be negotiated away. If the Court finds that StarKist is only able to pay a \$50 million fine based on its ability to pay, the Court must also be satisfied that the § 3553 factors are met. And even if the Court finds that StarKist has the ability to pay a \$100 million fine, the Court must still be satisfied that a \$100 million fine is fair under the § 3553 factors. If the Court determines that a fine of \$100 million is not consistent with the factors under § 3553, then the Court must reject the Plea Agreement in its entirety. Under the express terms of the Plea Agreement, the Court has an independent obligation to determine whether the fine is appropriate under § 3553.

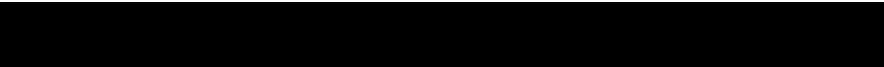
II. DISCUSSION

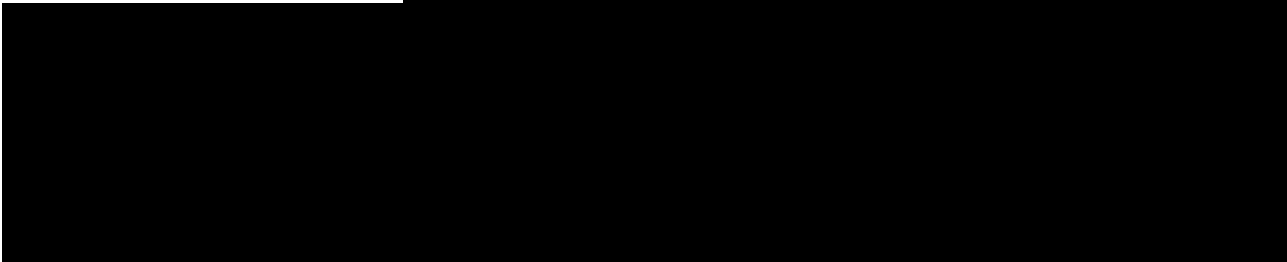
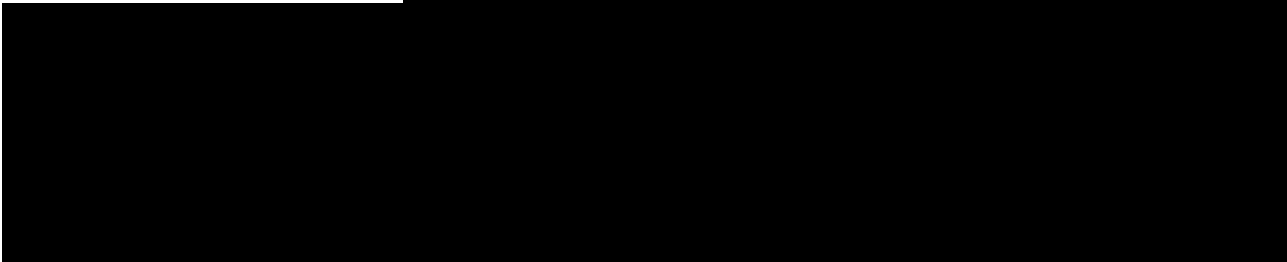
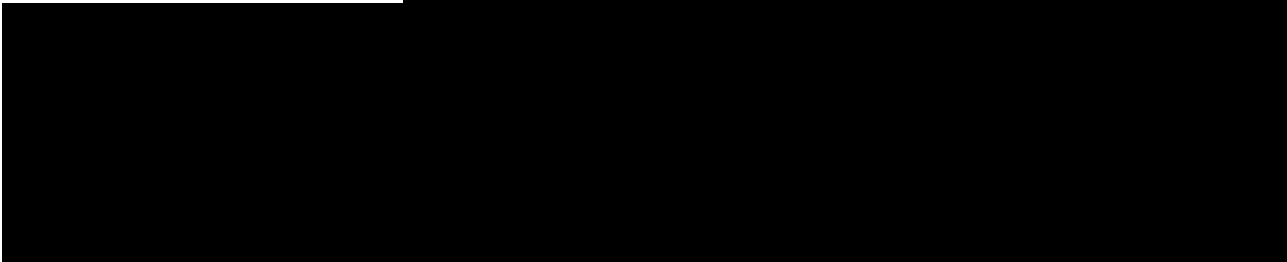
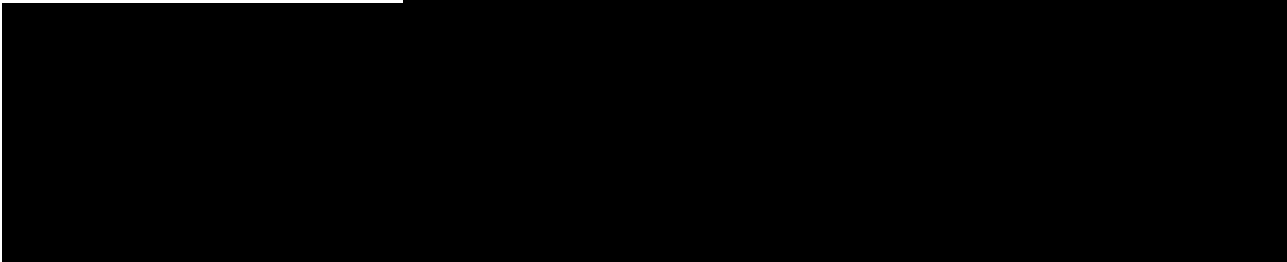
A. Legal Standard

Despite DOJ’s suggestions otherwise, StarKist need only establish its inability to pay a fine above \$50 million by a preponderance of the evidence. *See United States v. Robinson*, 20

1 F.3d 1030, 1033 (9th Cir. 1994). The preponderance-of-the-evidence standard is the least
2 stringent standard of proof in the United States legal system. *See Addington v. Texas*, 441 U.S.
3 418, 423–24 (1979).

4 **B. DOJ’s Arguments Inappropriately Suggest that StarKist Must Meet a**
5 **Heightened Standard of Proof**

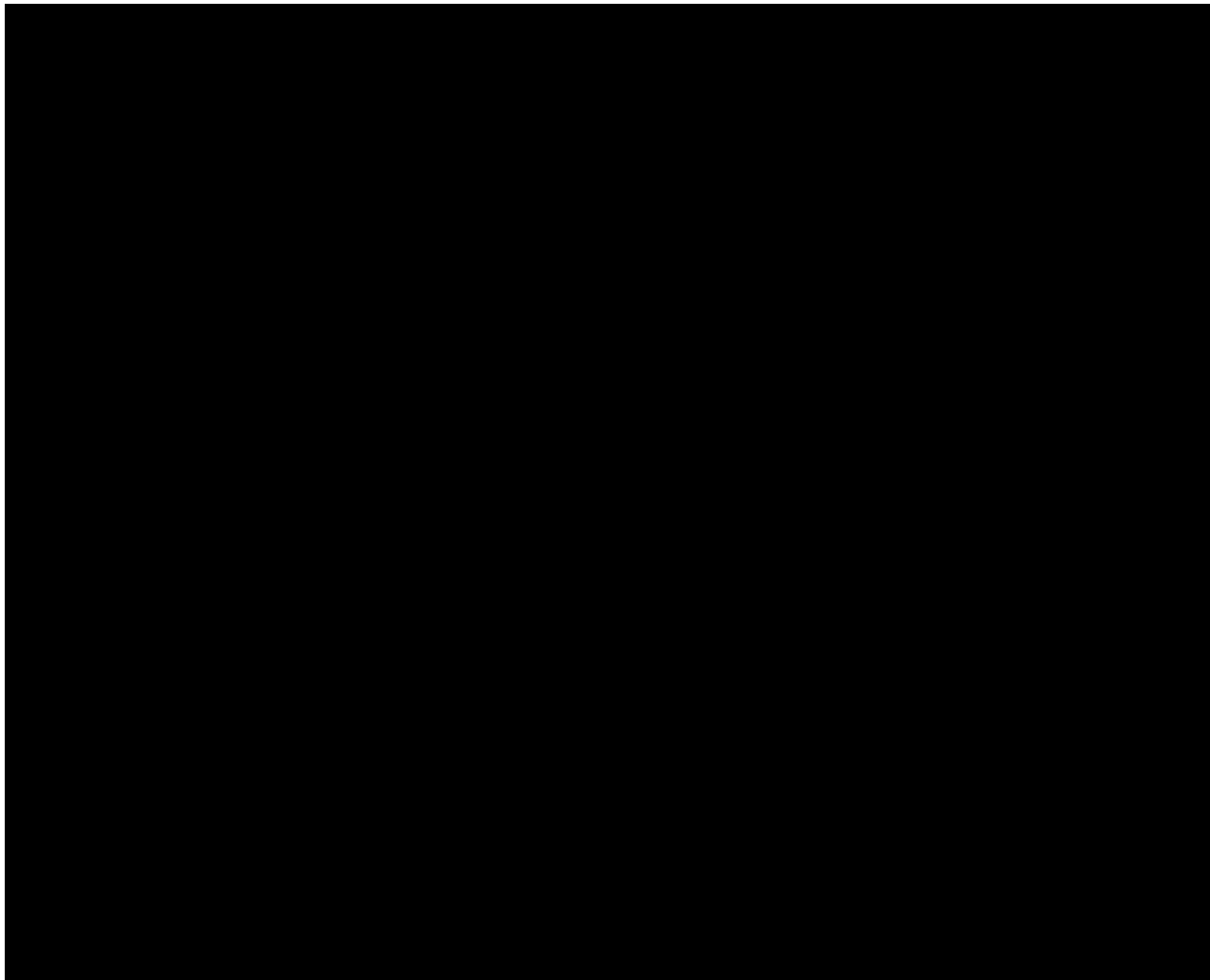
6 In the three weeks between the sentencing hearing and StarKist’s initial Techpack
7 submission, StarKist went to extraordinary lengths to respond to every suggestion raised by DOJ
8 at the June 12 sentencing hearing. StarKist presented un rebutted evidence that it cannot sell
9 Techpack and established that 

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14 DOJ has engaged in a year-long ability-to-pay analysis, during which time it had every
15 opportunity to ask StarKist for more details on its various assets, but DOJ failed to raise the
16 Techpack issue prior to the sentencing hearing on June 12. And now, DOJ does not offer a
17 single piece of evidence to rebut StarKist’s showing that Techpack cannot be sold to pay its fine.

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24 **C. StarKist Cannot Pay a \$100 Million Fine**

25 StarKist has proffered un rebutted evidence that it cannot sell Techpack and cannot obtain
26 additional loans. DOJ’s hypotheticals to the contrary are unsupported and this Court should
27 ignore them. But, even if StarKist could sell Techpack at a reasonable price, StarKist still cannot

1 afford a \$100 million criminal fine in addition to paying restitution in the civil cases, given the
2 high projected civil exposure. This Court should not impose a fine that jeopardizes restitution.

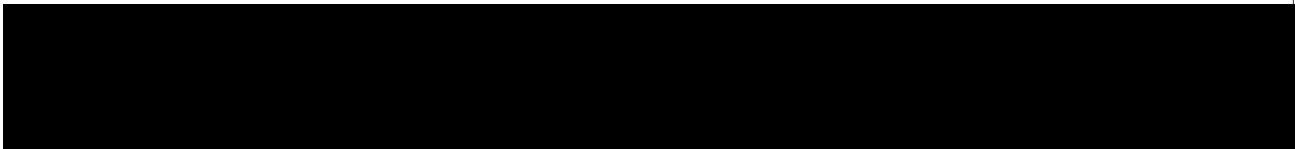


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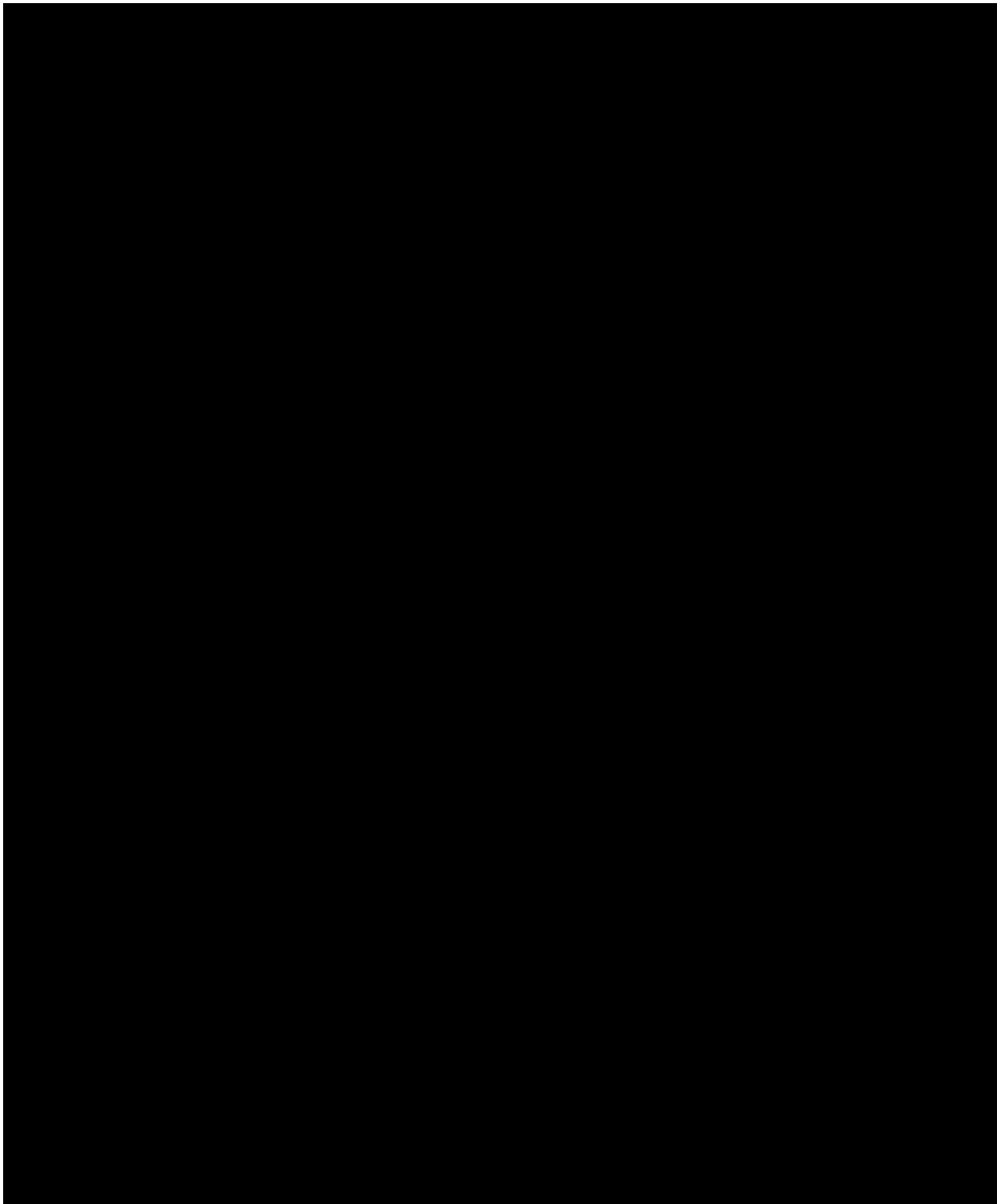
DOJ argues that

“StarKist did not make a meaningful attempt to find a buyer.” U.S. Response at 8. The record shows otherwise.

DOJ attempts to counter StarKist’s showing by suggesting hypothetical alternative buyers and claiming that it needs more details on the terms of StarKist’s offers to give StarKist’s efforts any credit. *See* U.S. Response at 7. Notably, DOJ has not come forward with a willing buyer. It has only hypothesized that StarKist could (1) sell the shares to other existing Techpack



1 customers, none of whom have ever indicated interest in purchasing Techpack from StarKist;
2 (2) sell the shares for significantly less than book value; or (3) sell only a portion of the shares.
3 U.S. Response at 8; Decl. of N. Lynch ISO Reply, Ex. 2 ¶ 2 (“R.S. Meece Decl. ISO Reply”).



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[REDACTED]

[REDACTED] See Decl. of A. Mast, Ex. 1 (“2018 Loan Agreement”), May 29, 2019, ECF No. 75. At the sentencing hearing, the Court stated that the burden was on StarKist to show that the lenders “would exercise the right to demand the proceeds go to the bank, and whether or not they would waive that, just as whether or not they would waive the ability to even sell that asset.” Tr. of Proceedings 116:19–21, June 12, 2019, ECF No. 105. StarKist has done so. [REDACTED]

[REDACTED]

DOJ’s first mistake is assuming that StarKist can receive book value for its investment in a hypothetical sale. U.S. Response at 5. As StarKist has explained, book value does not equal the market price StarKist would receive if it sold its minority stake in Techpack. The book value of Techpack, [REDACTED]

[REDACTED]

[REDACTED] In a fair-market valuation, the minority stake would result in a substantial discount. James R. Hitchner, *Financial Valuation: Application and Models* at 287, 254 (John Wiley & Sons, 2003) (“There is no dissension in the valuation community concerning the applicability of a lack of marketability discount to a minority interest in a privately held company [T]hese discounts can reduce the entity-level value by 50 percent or more. . . .”).

DOJ also mistakenly argues that StarKist failed to establish that its lenders will not waive its loan covenants. U.S. Response at 9. [REDACTED]

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[REDACTED]

Yet DOJ claims that this showing is insufficient to meet the preponderance of the evidence standard, instead suggesting that the banks are interested parties or that StarKist should have offered to pay a fee in exchange for the waiver, thereby worsening StarKist’s financial condition. U.S. Response at 9, 11. DOJ has no reason to believe, and it would be absurd to assume, that three international banks would misrepresent evidence in federal court in order to assist a financially struggling U.S. tuna company. StarKist’s lenders have no interest in StarKist’s criminal fine and StarKist is a relatively small borrower for these banks.

[REDACTED]

DOJ takes yet another unsupported leap and suggests that StarKist could sell its shares in Techpack for [REDACTED] breach its loan agreement, put the proceeds of the hypothetical sale towards the loan, and force Dongwon Enterprise to foot the remaining bill as the guarantor of the loan. U.S. Response at 5–6. This proposal is misguided for several reasons. Even assuming StarKist could find a willing buyer at that price (it cannot), punishing Dongwon Enterprise

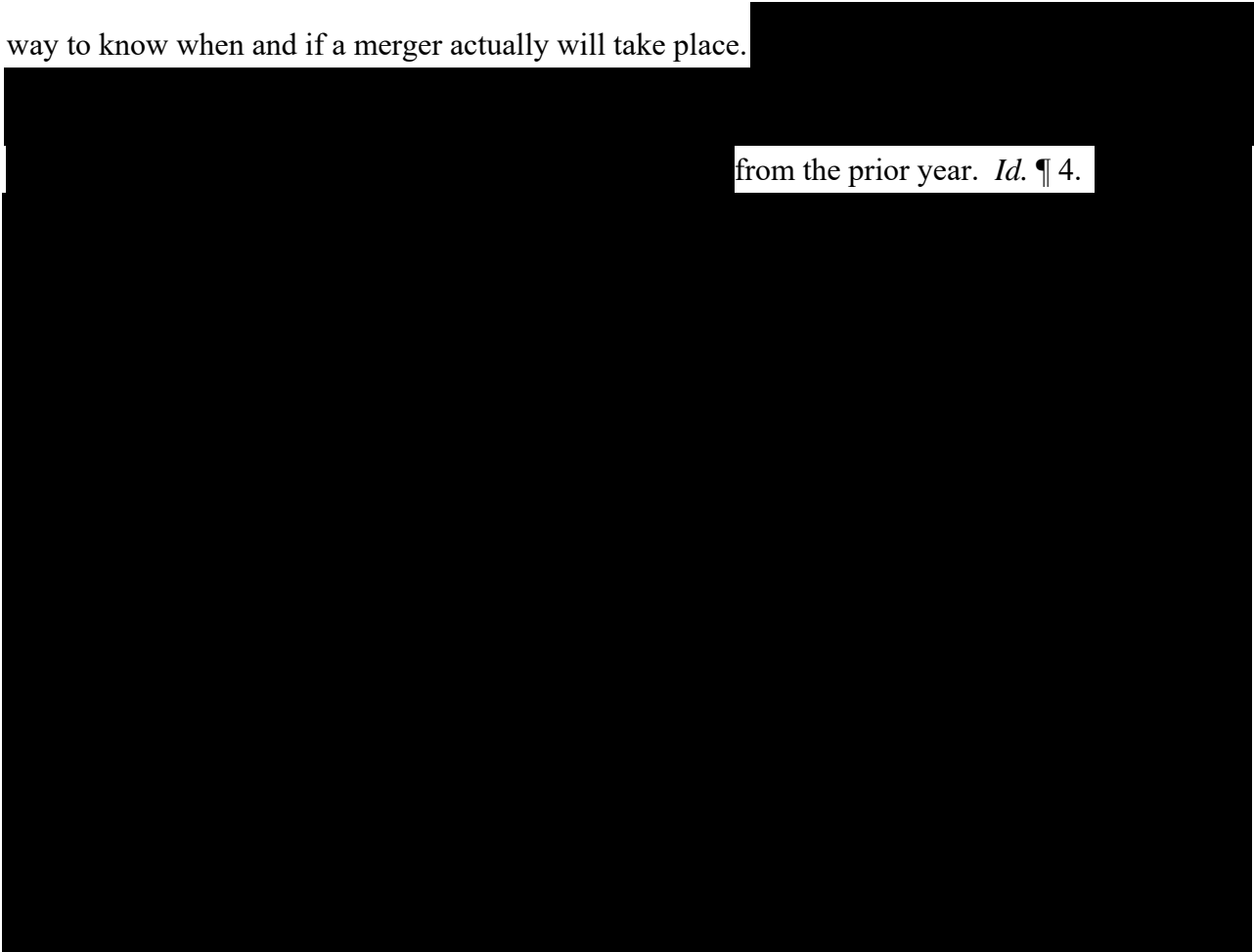
² DOJ repeats its incorrect argument that [REDACTED] See 2018 Loan Agreement at 19; 2016 Loan Agreement at 23. [REDACTED] *Id.*

1 (which is not even StarKist’s direct parent) for the actions of a former StarKist employee,
2 especially where Bumble Bee’s *actual* parent company did not receive such treatment, is
3 fundamentally unfair.

4 StarKist has done exactly what the Court requested, showing by a preponderance of the
5 evidence that it could not sell its interest in Techpack, but it appears that nothing StarKist does
6 will satisfy DOJ.

7 **3. The Mere Possibility that StarKist Will Obtain Publicly-Traded Stock**
8 **Does Not Defeat Its Showing**

9 DOJ argues that the potential merger between Techpack and Dongwon Systems means
10 that StarKist will “soon” receive publicly-traded stock. U.S. Response at 11. But there is no
11 way to know when and if a merger actually will take place.



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from the prior year. *Id.* ¶ 4.

26 Regardless of their corporate affiliation, StarKist need not
27 proffer evidence regarding Dongwon Systems’ business decisions in order to meet its burden

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1 here. And the argument that there is “some remote fortuity” that StarKist might receive shares of
2 Dongwon Systems is not enough to justify imposing a fine that StarKist cannot currently afford.
3 *See United States v. Wong*, 40 F.3d 1347, 1383 (2d Cir. 1994). The mere possibility that
4 StarKist will have liquid assets at some unknown point in the future does not defeat StarKist’s
5 showing.

6 **4. StarKist Cannot Refinance Its Loans with Other Lenders**

7 DOJ takes issue with the fact that StarKist did not approach other unidentified lenders
8 about refinancing its current loans. U.S. Response at 13–14. However,

9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]

18 [REDACTED] And short-term borrowing is fundamentally different than long-term
19 borrowing; a short-term loan’s very nature (the fact that it must be repaid within the calendar
20 year) makes it a less risky venture. It is therefore not surprising that StarKist was able to obtain a
21 short-term loan.

22 [REDACTED]

23 **5. DOJ’s Repeated Mischaracterizations of StarKist’s Evidence Are**
24 **Improper**

25 On top of the string of hypotheticals that DOJ has proposed, it also misconstrues the
26 positions that StarKist has taken throughout the sentencing proceedings. First, DOJ has
27 repeatedly misrepresented StarKist’s estimates of its civil liability, now claiming that StarKist’s

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1 estimates are “grossly inflate[d].” U.S. Response at 1. [REDACTED]
2 [REDACTED] specifically
3 qualifying that its estimates could be “substantially higher” and that they “represent the lowest
4 settlement amounts that StarKist is likely to reach with these Plaintiffs.” StarKist Co.’s
5 Sentencing Mem. at 19, May 15, 2019, ECF No. 53. Again at the sentencing hearing, StarKist
6 referred to its “estimated minimum civil liability.” Tr. of Proceedings 105:1, June 12, 2019, ECF
7 No. 105. [REDACTED]
8 [REDACTED] See U.S. Sentencing Mem. at 20, May 15, 2019, ECF No. 51; U.S. Response to
9 StarKist’s Sentencing Mem. at 13, May 29, 2019, ECF No. 74. DOJ repeatedly and intentionally
10 misrepresents that a minimum estimate is a maximum estimate in order to inflate StarKist’s
11 ability to pay.

12 DOJ also faults StarKist for decreasing its civil liability estimates over time. Tr. of
13 Proceedings 29:10–12, June 12, 2019, ECF No. 105; U.S. Sentencing Mem. at 15. [REDACTED]

14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 Moreover, on July 30, 2019, Judge Sammartino issued an order granting all three classes’
19 motions for class certification in the related civil antitrust MDL, [REDACTED]
20 [REDACTED] Order Granting Motions for Class
21 Certification, *In re Packaged Seafood Products Antitrust Litigation*, No. 15-MD-2670-JLS-
22 MDD, July 30, 2019, ECF No. 1931.

23 [REDACTED]
24 [REDACTED]
25 [REDACTED]
26 [REDACTED]
27 [REDACTED]

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[REDACTED]

Based on these recent developments,

DOJ cannot meaningfully

dispute StarKist’s revised estimates when

⁵ See StarKist Co.’s

Sentencing Mem. at 3, May 15, 2019, ECF No. 53.

Decl. of N. Lynch ISO Reply ¶ 6,

Ex. 5.

³ See StarKist Co.’s Sentencing Mem. at 19, May 15, 2019, ECF No. 53.

⁴ [REDACTED]

Decl. of N. Lynch

ISO Reply ¶ 6, Ex. 5.

⁵ [REDACTED]

1 DOJ also claims StarKist is contradicting its own expert's report by stating that Techpack
2 is not saleable. U.S. Response at 4. Not so. [REDACTED]

3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 Finally, DOJ argues that StarKist was not permitted to submit the revised growth
11 calculations that the Court requested at the June 12 hearing. DOJ also argues that StarKist's
12 actual 2019 growth is considerably higher than the estimated growth in StarKist's long-range
13 plan. DOJ overstates StarKist's 2019 growth.⁶ Looking at register scan data from Nielsen,
14 StarKist's volume (measured in statistical cases) is up just [REDACTED] over 2018 data during the
15 same time period. Meece Decl. ISO Reply ¶ 8. And the revenue associated with those increased
16 sales is up [REDACTED] over last year for the same time period. *Id.* As Mr. Gokhale's July 3,
17 2019 report shows, when StarKist's projected compound annual growth is adjusted to [REDACTED]
18 StarKist's free cash flow increases by [REDACTED] and StarKist still does not have
19 sufficient funds under that scenario to pay a \$100 million fine. Decl. of N. Lynch ISO Techpack
20 Brief, Ex. 1 at 4, July 3, 2019, ECF No. 112.

21 **6. DOJ's Math Does Not Add Up**

22 DOJ argues that StarKist can sell Techpack and pay a \$100 million fine. But even if
23 StarKist could sell Techpack (which it cannot), the math does not add up to a \$100 million fine.

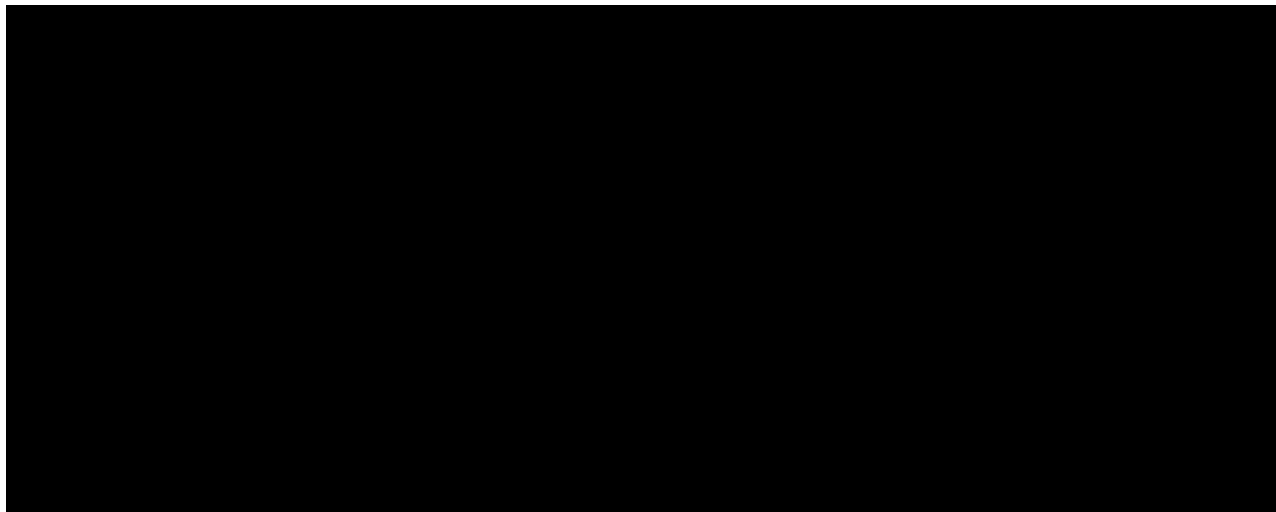
24 _____
25 ⁶ DOJ cites StarKist's year-to-date financial statements for the proposition that StarKist's
26 revenues have increased. DOJ fails to mention that, as of May 2019, StarKist's year-to-date
27 operating income is [REDACTED] than it was for the same time period the year before. R.S.
28 Meece Decl. ISO Reply ¶ 9. As of the end of June 2019, StarKist's year-to-date operating
income had [REDACTED] its operating income compared
to the same time period in 2018. *Id.* ¶ 10. In other words, [REDACTED]

1 Assuming arguendo that StarKist could sell Techpack for half of its book value [REDACTED]
 2 which is consistent with the market price for a minority stake in a company, StarKist still cannot
 3 pay a fine of more than \$50 million.

	DOJ's Model		Corrected	
	Assets	Liabilities	Assets	Liabilities
StarKist's Projected Future Cash Flow	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
StarKist's Valuation [Potential Sale] of Techpack	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
StarKist's Upper Estimate of Civil Liability	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Total	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Available Funds for Criminal Fine	[REDACTED]		[REDACTED]	

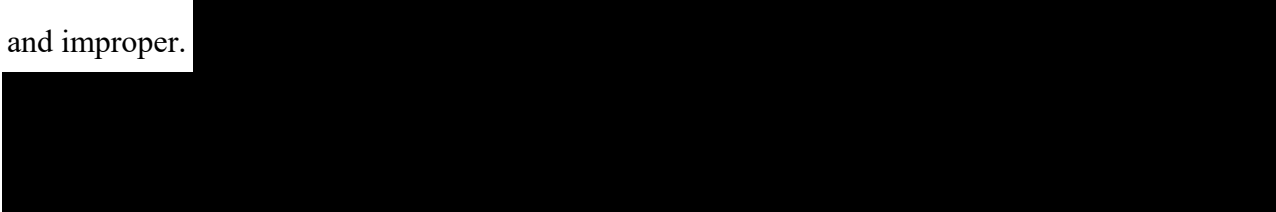
17 Even under the best-case scenario, where StarKist [REDACTED]
 18 [REDACTED]
 19 [REDACTED]
 20 [REDACTED] StarKist cannot afford a \$100 million
 21 fine. And a best-case scenario is improbable. StarKist has shown that it cannot sell Techpack.
 22 If it could, the proceeds would go to re-pay its loans. And its civil exposure is significant.
 23 Critically, StarKist's current estimated civil liability does not include the potential liability from
 24 the recently filed class action litigation against the company relating to the labeling of dolphin-
 25 safe tuna. As the chart above shows, in a worst-case scenario, which StarKist hopes to avoid but
 26 is likely, the Company would be unable to pay even a \$50 million fine.

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E. The Court Must Consider the § 3553 Factors

DOJ’s efforts to limit the Court’s ability to consider the § 3553 factors are heavy-handed and improper.



Moreover, in its response to StarKist’s opening brief, DOJ contends that StarKist’s arguments regarding the application of § 3553 are “foreclosed by its plea agreement.” U.S. Response at 2. They are not. StarKist’s Plea Agreement makes clear that the parties will “provide sufficient information concerning the defendant, the crime charged in this case, and the defendant’s role in the crime to enable the meaningful exercise of sentencing authority by the Court under 18 U.S.C. § 3553.” Plea Agreement ¶ 10(d), ECF No. 24. The reason for this is obvious: The Court must consider the § 3553 factors before coming to an ultimate conclusion on the fine.⁸ The obligation to assess the fine under § 3553 cannot be negotiated away. Regardless

⁷ Alexander Gladstone, *Canned Tuna Seller Bumble Bee Hires Turnaround Advisor*, Wall Street Journal (July 19, 2019), <https://www.wsj.com/articles/canned-tuna-seller-bumble-bee-hires-turnaround-adviser-11563558889>.

⁸ StarKist has not advanced arguments that the Court should fine StarKist \$50 million based solely on the § 3553 factors. This Court correctly recognized that StarKist’s request for a fine of \$50 million is based on the Company’s ability to pay, and specifically “not jeopardizing restitution.” Tr. of Proceedings 27:10–22, June 12, 2019, ECF No. 105. StarKist has presented facts to the Court to demonstrate that a fine of \$50 million satisfies the requirements of § 3553, consistent with the Court’s obligation to make such a finding.

1 of whether the Court determines that StarKist can afford a \$100 million fine or a \$50 million
2 fine, the Court must be satisfied that whatever fine it imposes meets the requirements of § 3553.

3 At the time of signing, StarKist reasonably understood its Plea Agreement to require the
4 Court to make an independent fairness determination with regard to StarKist's fine amount. This
5 Court should fully evaluate all the relevant factors under § 3553 when determining the
6 appropriate sentence. Under § 3553, and the express terms of the Plea Agreement, the Court
7 "shall consider" various factors, including the need to avoid unwarranted sentence disparities
8 among defendants with similar records who have been found guilty of similar conduct and the
9 need to provide restitution to victims. *See* 18 U.S.C. § 3553. The Court correctly recognized at
10 the June 12 hearing that "there are arguments about unwarranted disparity, and . . . relative
11 culpability has some relevance" to the Court's determination of the fine. Tr. of Proceedings
12 27:10–22, June 12, 2019, ECF No. 105. Indeed, the Court should give weight to disparities
13 between StarKist and Bumble Bee.

14 DOJ complains that StarKist should not be able to compare the methodology used by the
15 DOJ's expert to determine Bumble Bee's fine, under an ability to pay analysis, with the
16 methodology used by the same expert in analyzing StarKist's ability to pay. This makes no
17 sense and is contrary to the § 3553 factors relating to disparate treatment of defendants.
18 StarKist's review of Dr. Zuehls' Bumble Bee ability-to-pay materials found that Dr. Zuehls
19 applied the ability-to-pay analysis differently to Bumble Bee than to StarKist, which is improper
20 under § 3553. The fact that DOJ and Dr. Zuehls applied different ability-to-pay standards and
21 methodology to StarKist than to Bumble Bee also undermines Dr. Zuehls' analysis and
22 credibility. For example, Dr. Zuehls used significantly lower growth projections and higher civil
23 damages estimates in his ability-to-pay analysis of Bumble Bee, despite the fact that StarKist and
24 Bumble Bee are operating in the same struggling industry and face the same joint and several
25 civil liability. *See* StarKist Co.'s Response to U.S. Sentencing Mem. at 8, May 29, 2019, ECF
26 No. 77.

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1 Throughout briefing and during the sentencing hearing, DOJ actually cited information
2 regarding Bumble Bee’s financial condition and its ability-to-pay analysis in arguing in favor of
3 a \$100 million fine for StarKist. Thus, even DOJ recognizes that Bumble Bee’s ability to pay
4 analysis is relevant to StarKist’s sentencing. For example, at the sentencing hearing, DOJ argued
5 that StarKist had not met its burden because it had not adduced evidence similar to the evidence
6 Bumble Bee proffered. Tr. of Proceedings 98:17–21, June 12, 2019, ECF No. 105 (“Bumble
7 Bee came forward and said, Here is a loan we tried to obtain. We couldn’t do it . . . StarKist, in
8 contrast to Bumblebee [sic], has historic low levels of debt right now.”). But when StarKist
9 asked DOJ for information to corroborate these underlying facts, DOJ refused. Decl. of N.
10 Lynch ISO Reply, Ex. 3. This is a recurring pattern with DOJ in this case: DOJ has repeatedly
11 refused to provide exculpatory evidence to StarKist even though DOJ has relied on the
12 information and cited it in its argument to the Court. StarKist has a right to test the accuracy of
13 the information DOJ presented the Court, especially where, like here, the Court may have access
14 to the underlying information regarding Bumble Bee and StarKist does not. *See United States v.*
15 *Wolfson*, 634 F.2d 1217, 1221 (9th Cir. 1980). Also, to the extent that this information suggests
16 additional inconsistencies in Dr. Zuehls’ ability-to-pay analysis, it may be grounds for
17 impeachment. *See Giglio v. United States*, 405 U.S. 150, 154 (1972); *Brady v. Maryland*, 373
18 U.S. 83, 87 (1963).

19 DOJ also now seeks to force StarKist to sell non-disposable assets, something that was
20 never raised in the Bumble Bee case. Finally, DOJ argues that Bumble Bee’s fine reduction was
21 based largely on its cooperation, “a reduction that StarKist did not earn or receive.” U.S.
22 Response to StarKist’s Sentencing Mem. at 16–17, May 29, 2019, ECF No. 74. DOJ’s
23 cooperation credit appears to be nothing more than a credit to the party who pleads first, no
24 matter the circumstances. StarKist has cooperated and continues to cooperate with DOJ by
25 providing witnesses and document authentication that DOJ needs in its prosecution of the related
26 cases. DOJ’s suggestions to the contrary are untrue.

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F. DOJ's Proposed Payment Schedule Is Unworkable

DOJ continues to advance an unworkable payment schedule, claiming that StarKist fails to justify its proposed back-loaded installment schedule. U.S. Response at 18. DOJ proposes that StarKist pay \$10 million within a month of judgment and \$18 million each year for the next five years. U.S. Sentencing Mem. at 19, May 15, 2019, ECF No. 51. But as of the June 12 hearing, StarKist had approximately [REDACTED] in the bank.⁹ [REDACTED]

[REDACTED] As of July 30, 2019, StarKist has [REDACTED] R.S. Meece Decl. ISO Reply ¶ 12. StarKist also cannot be expected to generate enough cash to afford annual payments of \$18 million. StarKist accordingly reiterates its proposal for the following payment schedule: (1) an initial payment of \$250,000 due within 30 days after the Court enters a final judgment; (2) four annual payments of \$5 million, the first of which will be due one year after the Court enters a final judgment; and (3) a final payment for the remaining amount of the fine due five years after the Court enters a final judgment.

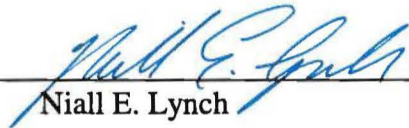
III. CONCLUSION

StarKist has demonstrated beyond a preponderance of the evidence that it cannot pay a fine of over \$50 million. DOJ's far-fetched and unsubstantiated suggestions as to how StarKist could afford a \$100 million fine do not defeat StarKist's showing. Thus, the Court should grant StarKist's evidentiary-hearing request and assess the substantial amount of other evidence proffered by StarKist and the government related to each party's inability-to-pay arguments.

Dated: August 2, 2019

Respectfully submitted,

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⁹ StarKist's cash balance changes daily. StarKist will therefore provide the Court with its current cash-balance figures at the next hearing, or at any other time upon the Court's request.