

DISTRICT COURT, CITY AND COUNTY OF DENVER, STATE OF COLORADO 1437 Bannock Street, Room 256 Denver, CO 80202 (303) 606-2300	DATE FILED September 25, 2026 4:08 PM FILING ID: DC265ED66777F CASE NUMBER: 2026CV33488
Plaintiff: COORS DISTRIBUTING COMPANY LLC , a Delaware limited liability company v. Defendants: CROWN IMPORTS LLC , d/b/a Constellation Brands Beer Division, a Delaware limited liability company; and CONSTELLATION BRANDS, INC. , a Delaware corporation.	▲ COURT USE ONLY ▲
Attorneys for Plaintiff Coors Distributing Company: Names: Daniel C. Taylor, #46772 Andrew C. Baak, #45646 Joseph W. Doman, #49217 Daniel J. Cummins, #62833 BARTLIT BECK LLP Address: 1801 Wewatta St., Suite 1200 Denver, CO 80202 Phone Number: (303) 592-3100 Fax Number: (866) 381-7456 Email Addresses: dan.taylor@bartlitbeck.com andrew.baak@bartlitbeck.com joe.doman@bartlitbeck.com daniel.cummins@bartlitbeck.com	Case Number: Division:
VERIFIED COMPLAINT FOR PRELIMINARY INJUNCTION	

Plaintiff Coors Distributing Company (“CDC”), by and through its undersigned counsel, bring this Verified Complaint for Preliminary Injunction against Defendants Crown Imports LLC, d/b/a Constellation Brands Beer Division (“Crown”), and Constellation Brands, Inc. (collectively, “Defendants” or “Constellation”) and states and alleges as follows:

Nature of Complaint

1. CDC brings this Verified Complaint seeking emergency provisional relief under the Colorado Uniform Arbitration Act, Colo. Rev. Stat. § 13-22-208(1), and Colorado Rule of

Civil Procedure 65, to preserve the status quo and protect the effectiveness of an arbitration proceeding while the underlying disputes between the parties are resolved.

2. CDC is a licensed Colorado beer wholesaler that has distributed Constellation-affiliated beer brands—including Modelo, Corona, and Pacifico—in the Denver metropolitan area for approximately 30 years. CDC has operated in Colorado for over 50 years.

3. CDC’s distribution rights with Constellation are governed by a Distributor’s Agreement dated June 23, 2008, between Crown Imports LLC and MillerCoors LLC, CDC’s predecessor (the “Agreement”). The Agreement contains a broad arbitration clause requiring that any and all controversies in connection with or arising out of the Agreement, or the breach or termination thereof, be submitted to binding arbitration before JAMS.

4. On September 14, 2026, Crown sent CDC a letter by certified mail purporting to terminate the Agreement without cause, effective 90 days from delivery (the “Constellation Letter”). The Constellation Letter identifies no cause for termination, and instead invokes Section 6.2 of the Agreement and Colorado Revised Statutes § 44-3-408(3). The letter also asserted that CDC has just 30 days within the 90-day notice of termination period to find a buyer for CDC’s distribution rights under the Agreement.

5. No arbitrator has yet been appointed or is authorized and able to act. CDC has initiated the contractual dispute resolution process under Section 11.2 of the Agreement by submitting a written request for mediation to Constellation on September 14, 2026. CDC cannot file a Demand for Arbitration until the end of the mediation period.

6. CDC seeks provisional relief from this Court under Colo. Rev. Stat. § 13-22-208(1) to protect the effectiveness of the arbitration proceeding. Specifically, CDC requests a preliminary injunction (i) pausing the 90-day termination period and 30-day transfer period referenced in the Constellation Letter; (ii) enjoining Defendants from terminating or taking any steps to effectuate the termination of the Agreement; and (iii) enjoining Defendants from taking any steps to transfer distribution rights to the Subject Beverages to another distributor pending final resolution by the arbitrator.

The Parties

7. Plaintiff CDC is a Delaware limited liability company and a licensed Colorado beer wholesaler, with its principal place of business at 5400 N. Pecos Street, Denver, Colorado 80221.

8. Defendant Crown is a Delaware limited liability company with its principal place of business at One South Dearborn St., Suite 1700, Chicago, Illinois 60603. Crown is a party to the Agreement and issued the Constellation Letter.

9. Defendant Constellation is a Delaware corporation and the parent company of Crown.

Jurisdiction and Venue

10. This Court has jurisdiction over this action pursuant to Colo. Rev. Stat. § 13-22-208(1), which authorizes a court to enter provisional remedies to protect the effectiveness of an arbitration proceeding before an arbitrator is appointed and is authorized and able to act.

11. Venue is proper in the City and County of Denver pursuant to C.R.C.P. 98(c)(1), (4) and Colo. Rev. Stat. § 13-22-227 because neither Crown nor Constellation are residents of the state of Colorado, and the Defendants do not have places of business in Colorado. CDC's principal place of business is located in Denver, Colorado, and a substantial part of the events giving rise to the claims occurred in Denver.

12. Section 12.3 of the Agreement provides that it "shall be governed in all respects by the laws of the State of CO."

13. CDC does not waive a right of arbitration by seeking provisional relief under Colo. Rev. Stat. § 13-22-208(1). *See* Colo. Rev. Stat. § 13-22-208(3).

Statement of Facts

The Arbitration Agreement

14. Section 11.2 of the Agreement provides that "any and all controversies" arising "in connection with or arising out of this Agreement or the breach or termination thereof" that are not resolved by mutual agreement or mediation "shall be submitted to final and binding arbitration before JAMS." Agreement, Section 11.2.

15. Section 11.2 also provides that controversies "shall be submitted to non-binding mediation within thirty (30) days of the written request of either party," and that controversies not resolved through mediation "within 45 days of being submitted thereto shall be submitted to final and binding arbitration."

16. Because the amount in controversy in this matter exceeds \$250,000, the arbitration must be conducted in accordance with JAMS' Comprehensive Arbitration Rules and Procedures. *Id.*

17. Section 11.3 of the Agreement provides that all arbitration proceedings shall be conducted in Chicago, Illinois, and that the "laws of the state where Distributor is located shall be applied during these proceedings." Agreement, Section 11.3. Colorado law will therefore govern the arbitration.

18. Section 11.4 of the Agreement expressly preserves the right of either party to institute "equitable proceedings to enforce its rights under this Agreement during the pendency of any proceeding hereunder or otherwise." Agreement, Section 11.4.

The Termination Dispute

19. CDC is a licensed Colorado beer wholesaler that has operated in Colorado for over 50 years. CDC has serviced Constellation-affiliated brands for approximately 30 years.

20. CDC and Constellation are parties to the Agreement dated June 23, 2008, under which CDC holds the exclusive right to distribute certain Constellation-owned beer brands, including Modelo, Corona, and Pacifico, within a defined Denver-area territory. A true and correct copy of the Agreement is attached hereto as Exhibit 1.

21. Section 6.2 of the Agreement provides, in relevant part, that “in the event of the termination of this Agreement by Crown without cause, Crown shall give Distributor 30 days written notice of its intent to terminate on this basis, and Distributor during such 30 day period . . . may transfer its rights to distribute the Subject Beverages to another distributor, subject to Crown’s approval.”

22. Colo. Rev. Stat. § 44-3-408 governs the termination of beer distribution agreements in Colorado. Subsection (1) sets forth a framework for terminations for cause, including notice and the right to a 60-day opportunity to cure. Subsection (2) enumerates limited circumstances permitting immediate termination for cause. Subsection (3) permits termination of a distribution agreement “by giving the wholesaler at least ninety days’ written notice by certified mail,” together with notice by first-class mail to other wholesalers in all other states who have entered into the same distribution agreement with the supplier.

23. Jim Sabia, Executive Vice President and President, Beer Division of Constellation, sent a letter dated September 10, 2026, to Michael Nuss of CDC via certified mail, return receipt requested, stating that Crown was terminating the Agreement pursuant to Section 6.2 of the Agreement and Colo. Rev. Stat. § 44-3-408(3) (the “Constellation Letter”). The Constellation Letter was delivered to CDC by certified mail on September 14, 2026.

24. The Constellation Letter states that, “per the Statute, the termination will be effective 90 days from the delivery of this notice,” and that, “pursuant to Section 6.2 of the Agreement, CDC has 30 days during that period to find a buyer for the distribution rights to the Subject Beverages, subject to Constellation’s approval.”

25. CDC disputes Constellation’s position on two independent grounds: first, Colo. Rev. Stat. § 44-3-408(3) does not authorize Crown to terminate the Agreement without cause at all; and second, in the alternative, even if Section 44-3-408(3) authorizes a without-cause termination, the 90-day statutory notice period Crown invoked must also govern the duration of CDC’s contractual sale window under Section 6.2, rather than the 30-day figure stated in the Constellation Letter.

26. On September 14, 2026, CDC sent a letter to Jim Sabia at Crown, disputing the termination and requesting that the parties submit the controversy to non-binding mediation within 30 days pursuant to Section 11.2 of the Agreement.

First Claim for Relief

**(Preliminary Injunction under C.R.S. § 13-22-208(1) and Section 11.4 of the Agreement)
(Against All Defendants)**

27. CDC incorporates and realleges all preceding paragraphs as though fully set forth herein.

28. Colo. Rev. Stat. § 13-22-208(1) provides that, “[b]efore an arbitrator is appointed and is authorized and able to act, the court, upon motion of a party to an arbitration proceeding and for good cause shown, may enter an order for provisional remedies to protect the effectiveness of the arbitration proceeding to the same extent and under the same conditions as if the controversy were the subject of a civil action.”

29. Constellation and CDC will both be party to an arbitration proceeding under Section 11.2 of the Agreement if the parties are unable to resolve their controversy regarding Constellation’s purported termination during the 30-day mediation window.

30. No arbitrator has been appointed or is authorized and able to act in the arbitration between CDC and Crown.

31. As set forth in CDC’s concurrently filed Motion for Preliminary Injunction to Preserve the Status Quo Pending Arbitration, CDC has a reasonable probability of success on the merits of its arbitration claims. Colo. Rev. Stat. § 44-3-408, considered as a whole, protects Colorado beer distributors from termination without cause. Subsection (3) of the statute, properly construed, does not grant suppliers like Constellation a freestanding right to terminate a distribution agreement without cause on 90 days’ notice, but instead applies to a narrower category of terminations. Specifically, it authorizes network-wide terminations of an agreement, such as when a supplier wants to phase out an existing form agreement and replace it with an amended agreement, or when a supplier wishes to withdraw from the market, or discontinue a brand entirely. This is precisely why Subsection (3) requires nationwide notice of the termination to “all other wholesalers in all other states who have entered into the *same distribution agreement* with the supplier.” (emphasis added)

32. Even if Colo. Rev. Stat. § 44-3-408(3) authorizes a without-cause termination (which it does not), the 90-day statutory notice period must also govern the duration of CDC’s contractual transfer window under Section 6.2 of the Agreement, not the 30-day figure stated in the Constellation Letter. Section 6.2 provides a single time period for notice and transfer. Because Crown concedes the applicable notice period must be 90 days under the statute, the transfer window must likewise run for 90 days.

33. CDC faces a danger of real, immediate, and irreparable injury that cannot be adequately compensated by money. If Constellation is permitted to effectuate the termination of the Agreement, CDC will lose its decades-long distribution rights to some of the most valuable beer brands in the country, including Modelo, Corona, and Pacifico. Customer relationships and goodwill built over 30 years cannot be adequately compensated by money damages. The Agreement itself acknowledges the difficulty of calculating damages from termination: Section 6.2 states that “due to the built-in uncertainties in the market for the Subject Beverages, including the valuation of good will, Distributor’s profit margins and certain other factors, it would be difficult to determine the actual damages.” Once Constellation transfers these brands to a new distributor, the harm to CDC cannot be undone.

34. CDC has no plain, speedy, or adequate remedy at law. As noted, the Agreement itself recognizes the inherent difficulty of calculating damages from termination. The loss of decades-long customer relationships, institutional expertise, and brand-specific goodwill defies monetary quantification.

35. The issuance of a preliminary injunction will not disserve the public interest. To the contrary, the public interest favors enforcing valid arbitration agreements and preventing the potentially wrongful termination of a long-standing distribution relationship that serves Colorado consumers.

36. The balance of equities favors the issuance of a preliminary injunction. CDC stands to lose irreplaceable distribution rights and customer relationships built over decades. By contrast, maintaining the status quo pending arbitration imposes no cognizable harm on Constellation, which has operated under the Agreement for approximately 18 years with great success and results.

37. The requested injunction preserves the status quo and protects the effectiveness of the arbitration proceeding by preventing Constellation from taking irreversible actions—such as appointing a successor distributor or terminating the Agreement—before the arbitrator has had the opportunity to adjudicate the parties’ disputes.

38. In addition to the statutory authority under Colo. Rev. Stat. § 13-22-208(1), Section 11.4 of the Agreement independently authorizes CDC to institute “equitable proceedings to enforce its rights under this Agreement during the pendency of any proceeding hereunder or otherwise.” Agreement, Section 11.4. CDC’s right to seek injunctive relief in this Court is thus supported by both statute and the parties’ contract.

Prayer for Relief

WHEREFORE, Plaintiff Coors Distributing Company LLC respectfully requests that this Court enter an order:

a. Preliminarily enjoining Constellation from (i) terminating or taking any steps to effectuate the termination of the Agreement, (ii) appointing a successor distributor for the Territory, or (iii) taking any other action inconsistent with CDC’s rights under the Agreement, pending final resolution of the arbitration;

b. Pausing the 90-day termination period and 30-day sale period referenced in the Constellation Letter;

c. Requiring CDC to post such security as the Court deems appropriate under C.R.C.P. 65(c); and

d. Granting such other and further relief as the Court deems just and proper.

Dated: September 25, 2026

BARTLIT BECK LLP

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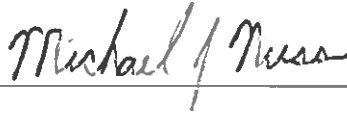
**ATTORNEYS FOR PLAINTIFF
COORS DISTRIBUTING
COMPANY**

VERIFICATION

I, Michael Nuss, am the President of Coors Distributing Company LLC. I have read the foregoing Verified Complaint for Preliminary Injunction and know the contents thereof. The factual allegations set forth therein are true and correct to the best of my knowledge, information, and belief.

I declare under penalty of perjury under the laws of the State of Colorado that the foregoing is true and correct.

Executed on September 25, 2026, in Denver, Colorado.



Michael Nuss

President, Coors Distributing Company LLC