

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 6:14 PM FILING ID: EFA09219711A5 CASE NUMBER: 2026CV33491
Plaintiff: COORS DISTRIBUTING COMPANY LLC , a Delaware limited liability company v. Defendant: MARK ANTHONY BRANDS INC. , a corporation incorporated under the laws of the State of Washington.	▲ 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, brings this Verified Complaint for Preliminary Injunction against Defendant Mark Anthony Brands Inc. (“Mark Anthony”) 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 Mark Anthony-affiliated brands—including Mike’s Hard Lemonade, White Claw Hard Seltzer, Cayman Jack, and related brands—in the Denver metropolitan area for approximately 27 years (since November 1999). CDC has operated in Colorado for over 50 years.

3. CDC’s distribution rights with Mark Anthony are governed by a Wholesaler Appointment Agreement dated November 29, 1999, between Mark Anthony Brands Inc. and Coors Distributing Company, LLC, CDC’s predecessor (the “WAA”). The WAA contains a broad arbitration clause requiring that all controversies, disputes, and claims between the parties be submitted to binding arbitration upon demand in accordance with the rules of the American Arbitration Association (AAA) in CDC’s state, Colorado.

4. On September 22, 2026, Mark Anthony sent CDC a letter purporting to non-renew the WAA effective November 29, 2026 pursuant to Section 3.1 of the WAA, and, in the alternative, providing 90 days’ notice of termination effective December 30, 2026, under the “applicable law,” which would be C.R.S. § 44-3-408 (the “Mark Anthony Letter”). The letter identifies no cause for termination or non-renewal. Mark Anthony has already publicly named Reyes Beverage Group as the successor distributor for CDC’s territory.

5. No arbitrator has yet been appointed or is authorized and able to act. CDC has initiated the contractual dispute resolution process under Section 10.3 of the WAA by submitting a written notice of dispute to Mark Anthony on September 24, 2026. CDC must allow thirty days for resolution before demanding arbitration.

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) enjoining Mark Anthony from terminating, non-renewing, or taking any steps to effectuate the termination or non-renewal of the WAA; (ii) enjoining Mark Anthony from appointing or transitioning to a successor distributor, including Reyes Beverage Group, for the Territory; and (iii) enjoining Mark Anthony from taking any other action inconsistent with CDC’s rights under the WAA 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. CDC is a party to the WAA.

8. Defendant Mark Anthony is a corporation incorporated under the laws of the State of Washington, with its principal place of business at 167 N. Green Street, Suite 600A, Chicago, Illinois 60607. Mark Anthony is also a party to the WAA.

Jurisdiction and Venue

9. 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.

10. 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 Mark Anthony is not a resident of the state of Colorado, and Mark Anthony does not have a place 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.

11. Section 4.5 of the WAA provides that "[t]o the extent that the laws governing rights of distributors of alcoholic beverages adopted by the state in which CDC is located would restrict Mark Anthony's ability to exercise any of its rights hereunder, including its rights to terminate this Agreement, such laws shall govern the exercise of such rights, superseding the applicable provisions of this Agreement."

12. 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

13. Section 10.1 of the WAA provides: "All controversies, disputes and claims of whatsoever nature and description between the parties hereto shall be settled by binding arbitration upon demand of either party in CDC's state in a neutral location and in accordance with the rules of the American Arbitration Association then in effect." WAA, Section 10.1.

14. Section 10.3 of the WAA provides that, before making a written demand for arbitration of disputes other than those arising under paragraphs 9.2 and 9.4, the complaining party must first give the other party written notice of the details of the complaint, after which thirty (30) days shall be allowed for resolution. WAA, Section 10.3.

15. The arbitration must take place "in [CDC]'s state in a neutral location" and must be conducted in accordance with the rules of the American Arbitration Association then in effect. WAA, Section 10.1.

The Termination Dispute

16. CDC is a licensed Colorado beer wholesaler that has operated in Colorado for over 50 years. CDC has distributed Mark Anthony brands for approximately 27 years, since November 1999.

17. CDC and Mark Anthony are parties to the WAA dated November 29, 1999, under which CDC holds the exclusive right to distribute Mark Anthony brands, including Mike's Hard Lemonade, White Claw Hard Seltzer, Cayman Jack, and related brands, within a defined Denver-area territory. A true and correct copy of the WAA, with an updated Schedule A identifying the current Mark Anthony brands, is attached to CDC's Motion for Preliminary Injunction as Exhibit 1.

18. Section 3.1 of the WAA provides that “[t]he term of this Wholesaler Appointment Agreement shall be one year from the effective date. Thereafter, this contract can be renewed for successive one year periods.” WAA, Section 3.1.

19. Colo. Rev. Stat. § 44-3-408 governs the termination and non-renewal of beer distribution agreements in Colorado. The statute does not distinguish between termination and non-renewal for purposes of its for-cause protections. Indeed, C.R.S. § 44-3-408(1)(a)(IV) expressly uses the phrase “termination or nonrenewal,” confirming the legislature treats both actions identically. Subsection (1) sets forth a framework for terminations and non-renewals 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.

20. On September 22, 2026, David Barnett, President of Mark Anthony, sent a letter to CDC stating that Mark Anthony elected not to renew the WAA effective November 29, 2026. In the alternative, Mark Anthony provided 90 days’ notice of termination effective December 30, 2026 (the “Mark Anthony Letter”).

21. The Mark Anthony Letter invokes Section 3.1 of the WAA and identifies no cause for termination or non-renewal under C.R.S. § 44-3-408(1) or (2). Mark Anthony has already publicly named Reyes Beverage Group as the successor distributor for CDC’s territory.

22. CDC disputes Mark Anthony’s position. C.R.S. § 44-3-408 does not distinguish between non-renewal and termination for purposes of the statute’s for-cause protections; a supplier must have good cause for either, and the exceptions do not apply here. C.R.S. § 44-3-408(3) does not authorize Mark Anthony to terminate or non-renew the WAA without cause.

23. On September 24, 2026, CDC initiated the contractual dispute resolution process under Section 10.3 of the WAA by sending a letter to David Barnett at Mark Anthony providing written notice of the dispute. A true and correct copy of CDC’s September 24 letter is attached hereto as Exhibit 4.

First Claim for Relief
(Preliminary Injunction Under C.R.S. § 13-22-208(1))
(Against Mark Anthony)

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

25. 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.”

26. CDC and Mark Anthony are parties to a binding arbitration agreement under Section 10.1 of the WAA. CDC has initiated the contractual dispute resolution process under Section 10.3. If the parties are unable to resolve their controversy regarding Mark Anthony's purported non-renewal and termination during the 30-day resolution period, CDC will demand arbitration. In the interim, no arbitrator has been appointed or is authorized and able to act, and the Court's provisional-remedy authority under § 13-22-208(1) is the only means available to preserve the status quo.

27. No arbitrator has been appointed or is authorized and able to act in the arbitration between CDC and Mark Anthony.

28. 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. C.R.S. § 44-3-408, considered as a whole, protects Colorado beer distributors from termination or non-renewal without cause. The statute does not distinguish between non-renewal and termination for purposes of its for-cause protections. Indeed, C.R.S. § 44-3-408(1)(a)(IV) expressly uses the phrase "termination or nonrenewal." Under C.R.S. § 44-3-408, a supplier must have good cause, and the exceptions do not apply here. Additionally, C.R.S. § 44-3-408(3) does not authorize Mark Anthony to terminate or non-renew the WAA without cause.

29. CDC faces a danger of real, immediate, and irreparable injury that cannot be adequately compensated by money. If Mark Anthony is permitted to effectuate the termination or non-renewal of the WAA, CDC will lose its decades-long distribution rights to Mark Anthony brands, including Mike's Hard Lemonade, White Claw Hard Seltzer, and Cayman Jack. Customer relationships and goodwill built over 27 years cannot be adequately compensated by money damages. The WAA itself acknowledges the difficulty of calculating compensation at termination: Section 9.3 states that "the parties recognize and agree that it would be difficult to calculate the compensation due at termination," because such compensation would encompass future lost profits and the value of CDC's loss of Mark Anthony's business. The harm is particularly imminent because Mark Anthony has already publicly named Reyes Beverage Group as the successor distributor. Once Mark Anthony transfers these brands to a new distributor, the harm to CDC cannot be undone.

30. CDC has no plain, speedy, or adequate remedy at law. As noted, Section 9.3 of the WAA recognizes the inherent difficulty of calculating compensation at termination. The loss of decades-long customer relationships, institutional expertise, and brand-specific goodwill defies monetary quantification.

31. 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.

32. 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 Mark Anthony, which has operated under the WAA for approximately 27 years.

33. The requested injunction preserves the status quo and protects the effectiveness of the arbitration proceeding by preventing Mark Anthony from taking irreversible actions—such as appointing Reyes Beverage Group as a successor distributor or terminating or non-renewing the WAA—before the arbitrator has had the opportunity to adjudicate the parties' disputes.

34. CDC's right to seek injunctive relief is supported by C.R.S. § 13-22-208(1). The WAA does not contain any provision precluding CDC from seeking provisional remedies in court to protect the effectiveness of the arbitration proceeding. Nor could it, as C.R.S. § 13-22-204(2)(a) provides that before a controversy arises, a party may not "waive or agree to vary the effect of the requirements of section . . . 13-22-208."

Prayer for Relief

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

a. Preliminarily enjoining Mark Anthony from (i) terminating, non-renewing, or taking any steps to effectuate the termination or non-renewal of the WAA, (ii) appointing or transitioning to a successor distributor (including Reyes Beverage Group) for the Territory, and (iii) taking any other action inconsistent with CDC's rights under the WAA, pending final resolution of the arbitration;

b. Pausing the 90-day termination period and the November 29, 2026 non-renewal date referenced in the Non-Renewal/Termination Letter;

c. Requiring CDC to post security under C.R.C.P. 65(c);

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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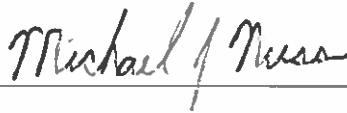
**ATTORNEYS FOR PLAINTIFF
COORS DISTRIBUTING
COMPANY**

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