

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF MISSISSIPPI
OXFORD DIVISION

Uno Mas Co., Inc., individually and on behalf
of all others similarly situated,

Plaintiff,

v.

Ruan Transport Corporation,

Defendant.

Civil Case No. 3:26-cv-00123-JDM-JMV

CLASS ACTION COMPLAINT

Jury Trial Demanded

Plaintiff Uno Mas Co., Inc. (“Plaintiff” or “Uno Mas”), by and through undersigned counsel, and file this its Complaint against Defendant Ruan Transport Corporation (“Defendant” or “Ruan”), and alleges as follows:

I. PARTIES

1. Plaintiff Uno Mas is a restaurant formed under the laws of Mississippi with a principal place of business in Oxford, Mississippi. Plaintiff Uno Mas is in the restaurant business.

2. Plaintiff is a licensed ABC permittee authorized to purchase and sell alcoholic beverages in the State of Mississippi.

3. Defendant Ruan is a foreign corporation formed under the laws of Iowa with a principal place of business at 3200 Ruan Center, 666 Grand Avenue, Des Moines, Iowa 50309.

4. Defendant is registered to do business in the State of Mississippi and may be served with process of this Court upon its registered agent, CT Corporation System, 8927 Lorraine Road, Suite 204-A, Gulfport, Mississippi 39503.

5. Defendant is the contracted third-party operator of the Liquor Distribution Center located in Gluckstadt, Madison County, Mississippi, pursuant to a contract with the Mississippi Department of Revenue dated March 1, 2023.

II. JURISDICTION AND VENUE

6. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C.S. § 1332, because there is a diversity of citizenship among the parties and the amount in controversy exceeds \$75,000.

7. Plaintiff is a citizen of Mississippi and organized under the laws of Mississippi with its principal place of business in Oxford, Mississippi.

8. Defendant is a citizen of Iowa, being a corporation with its principal place of business in Des Moines, Iowa.

9. The amount in controversy exceeds seventy-five thousand dollars based on the aggregate claims of the proposed class, which include lost revenue, lost profits, charges for undelivered goods, harm to business reputation and goodwill, and other damages resulting from a backlog of approximately 199,000 to 220,000 unshipped cases affecting all licensed ABC permittees statewide over a period of approximately five to six months.

10. Alternatively, this Court has supplemental jurisdiction over state law claims pursuant to 28 U.S.C.S. § 1367, as all claims arise from the same case or controversy under Article III of the United States Constitution.

11. This Court has personal jurisdiction over Ruan pursuant to Miss. Code Ann. § 13-3-57, because Defendant is a nonresident corporation that has made a contract with residents of Mississippi to be performed in whole or in part in Mississippi, has committed torts in whole or in part in Mississippi against residents of Mississippi, and has done business and performed work and services in Mississippi.

12. Specifically, Defendant entered into a contract with the Mississippi Department of Revenue to operate the ABC warehouse in Gluckstadt, Mississippi, and has conducted substantial and continuous business in Mississippi by operating the sole ABC distribution warehouse serving all licensed permittees in the state.

13. The claims herein arise directly from Defendant's operations in Mississippi.

14. Venue is proper in the Northern District of Mississippi pursuant to 28 U.S.C.S. § 1391, because a substantial part of the events or omissions giving rise to the claims occurred in the Northern District of Mississippi, and Plaintiff is located in Oxford, Mississippi, which is within the Northern District of Mississippi, Oxford Division.

III. STATEMENT OF FACTS

A. Mississippi's Alcoholic Beverage Control System

15. Mississippi is a control state in which the state government acts as the sole wholesaler for distilled spirits and wine.

16. Miss. Code Ann. § 67-1-41 grants the Mississippi Department of Revenue sole authority to regulate and Wholesale alcoholic beverages throughout the state.

17. All licensed permittees in the State of Mississippi, including package stores, restaurants, bars, and casinos, are required by law to purchase their spirits and wine inventory exclusively through the ABC warehouse.

18. Permittees are prohibited from purchasing wholesale spirits or wine from any other source.

19. The ABC warehouse, located in Gluckstadt, Madison County, Mississippi, is the single point of wholesale distribution for all alcoholic beverages in the state, serving all active permittees.

B. Senate Bill 2844 and the Ruan Contract

20. In 2022, the Mississippi Legislature passed Senate Bill 2844, which mandated the Mississippi Department of Revenue to contract with a third-party operator for the operations of the ABC warehouse and distribution system.

21. The entire purpose of Senate Bill 2844 and the resulting contract was to improve distribution services to licensed permittees.

22. The Legislature specifically enacted Senate Bill 2844 to address longstanding distribution problems harming permittees.

23. In response to a request for proposals, the Mississippi Department of Revenue received four proposals and selected Ruan Transport Corporation as the best and most responsive proposal, with a score of 88 out of 100 points.

24. On or about March 1, 2023, the Mississippi Department of Revenue entered into a Contract for the Operation of the State Alcoholic Beverage Warehouse with Defendant.

25. The Contract was approved by the Public Procurement Review Board at its March 2023 meeting.

26. Defendant commenced warehouse operations on June 19, 2023.

27. The Contract provides for a four-year initial term with an option for two four-year renewals, for a maximum term of twelve years.

28. The Contract provides for payment to Defendant on a per-case fee basis, beginning at \$2.22 per case in year one and increasing to \$2.64 per case in year four.

C. Defendant's Contractual Obligations

29. Under Section 4. D of the Contract, Defendant agreed to be responsible for the administrative management of the warehousing, order processing, and truck loading functions, including the management of its warehouse personnel.

30. Under Section 4. E of the Contract, Defendant agreed to recruit, hire, and retain sufficient qualified employees to operate the Liquor Distribution Center.

31. Under Defendant's Proposal, Section 4.1. 2.2, incorporated into the Contract as Exhibit A, Defendant committed that orders entered by the daily cutoff time would be processed, picked, loaded, and delivered to permittees the following business day.

32. This next-business-day delivery standard is a binding obligation under the Contract's order of precedence.

33. Under Defendant's Proposal, Section 4.1. 3.5, also incorporated as Exhibit A, Defendant committed to handle the entire warehouse technology implementation internally using its own personnel.

34. Defendant represented that it had the experience and capability to implement a warehouse of this size and scope without reliance on third-party entities.

35. Defendant estimated approximately 1,050 hours of implementation work.

D. The Warehouse Crisis

36. In early January 2026, the ABC warehouse underwent a planned shutdown for annual inventory.

37. During this period, Defendant implemented a new software management system, known as a warehouse management system or WMS.

38. The new software system implemented by Defendant was not compatible with the existing conveyor belt system used to load delivery trucks at the warehouse.

39. As a direct result of this incompatibility, three of the four conveyor belt lines at the warehouse were removed from service.

40. The software contractor responsible for providing support for the conveyor belt system ceased providing those services.

41. Rather than having a functional contingency plan in place, Defendant reverted the warehouse to a dramatically slower manual pick and pallet system for loading trucks.

42. This resulted in a massive and ongoing reduction in the warehouse's throughput capacity.

43. As of the February 17-18, 2026 legislative hearing, the warehouse had accumulated a backlog of approximately 199,000 unshipped cases of alcoholic beverages.

44. As of March 1, 2026, that number was estimated to be in excess of 220,000 unshipped cases.

45. It was anticipated through legislative oversight testimony that the backlog would not be reduced by half until March 2026 at the earliest and would not be fully resolved until May 2026.

E. Harm to Class Members

46. Prior to the crisis, Class members routinely received orders from the ABC warehouse within one to three business days of placing an order.

47. Beginning in late December 2025 and early January 2026, Class members' orders placed through the MARS ordering system were not fulfilled, were fulfilled only partially, or were delayed by several weeks.

48. Accordingly, store inventory was significantly diminished during seasonal peak times leaving partially empty shelves and a lack of the most purchased retail items.

49. In February 2026, the ABC warehouse stopped accepting incoming product, causing a complete lack of availability of staple retail items for Class members' stores and restaurants.

50. Because Mississippi law requires Class members to purchase spirits and wine exclusively through the ABC warehouse, Class members had no legal ability to obtain product from any alternative source to mitigate their losses.

51. As a direct and proximate result of Defendant's failure to operate the warehouse and fulfill orders consistent with the terms of the Contract, Class members have suffered lost revenue from inability to sell products not delivered.

52. Class members have suffered lost profits from reduced foot traffic and customer diversion to competing businesses or out-of-state sources.

53. Class members have suffered harm to business reputation and goodwill, including customer loss.

54. Class members have suffered ongoing losses from diminished inventory and loss of business income.

55. The severity of the disruption was such that store owners sought the Governor's declaration of a State of Emergency.

56. Defendant billed Class members through the MARS system for product that was not delivered or was only partially delivered.

57. The Mississippi Department of Revenue acknowledged billing errors at the February 17, 2026 legislative hearing.

IV. CLASS ACTION ALLEGATIONS

58. Plaintiff brings this action on behalf of itself and all others similarly situated pursuant to Fed R. Civ. P. 23.

59. Plaintiff seeks to represent the following class and subclasses:

Class Definition: All licensed ABC permittees in the State of Mississippi who purchased or attempted to purchase alcoholic beverages through the

ABC warehouse operated by Defendant during the period from December 20, 2025 through May 1, 2026.

60. Excluded from the Class are Defendant, its officers, directors, employees, and affiliates, and the Court and its staff.

61. **Numerosity:** The Class is so numerous that joinder of all members is impracticable. Upon information and belief, there are thousands of licensed ABC permittees in Mississippi, including hundreds of restaurants and hundreds of liquor stores, all of which were affected by Defendant's warehouse crisis. The exact number and identities of Class members are readily ascertainable from the records of the Mississippi Department of Revenue and Defendant's records.

62. **Commonality:** There are questions of law and fact common to the Class, including:

- a. Whether a valid and enforceable contract exists between the Mississippi Department of Revenue and Defendant for the operation of the ABC warehouse.
- b. Whether Class members are intended third-party beneficiaries of the contract between the Mississippi Department of Revenue and Defendant.
- c. Whether Defendant breached the contract by failing to perform administrative management of warehousing and order processing, implementing an incompatible warehouse management system, removing conveyor belt lines without a functional replacement system, failing to guarantee next-business-day delivery, and failing to recruit, hire, and retain sufficient qualified employees.
- d. Whether Defendant owed a duty of reasonable care to Class members to operate the warehouse in a competent, professional, and reliable manner.
- e. Whether Defendant breached that duty by implementing a new warehouse management software system without adequately testing its compatibility with existing infrastructure, removing conveyor belt lines without a functional replacement system, failing to develop or execute a contingency plan, and permitting a massive backlog to accumulate.
- f. Whether Defendant's conduct constituted gross negligence by demonstrating reckless disregard for the foreseeable consequences of its actions.
- g. Whether Defendant was unjustly enriched by retaining per-case fees for warehouse and delivery services it failed to perform.

- h. Whether Class members suffered damages as a direct and proximate result of Defendant's conduct.
- i. The nature and measure of damages sustained by Class members.

63. **Typicality:** The claims of Plaintiff are typical of the claims of the Class. Plaintiff, like all Class members, is a licensed ABC permittee who was required by law to purchase alcoholic beverages exclusively through the ABC warehouse operated by Defendant. Plaintiff, like all Class members, placed orders through the MARS ordering system that were not fulfilled, were fulfilled only partially, or were delayed by several weeks beginning in late December 2025 and continuing through at least May 1, 2026. Plaintiff, like all Class members, suffered lost revenue, lost profits, diminished inventory during peak seasons, harm to business reputation and goodwill, and other damages as a direct result of Defendant's breach of contract, negligence, gross negligence, and unjust enrichment. Plaintiff, like all Class members, had no legal ability to obtain product from alternative sources to mitigate its losses because Mississippi law requires all permittees to purchase spirits and wine exclusively through the ABC warehouse.

64. **Adequacy:** Plaintiff will fairly and adequately protect the interests of the Class. Plaintiff has retained experienced counsel competent in class action litigation and complex commercial litigation. Plaintiff has no interest antagonistic to or in conflict with the interests of the Class. Plaintiff is committed to vigorously prosecuting this action on behalf of the Class and has the financial resources to do so.

65. **Predominance and Superiority:** The questions of law and fact common to Class members predominate over any questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of this controversy. The common questions identified above predominate over any individual questions because Defendant's conduct affected all Class members uniformly. All Class members are subject to the

same contractual obligations under the contract between the Mississippi Department of Revenue and Defendant. All Class members were subject to the same warehouse crisis caused by Defendant's implementation of an incompatible warehouse management system and removal of conveyor belt lines. All Class members suffered the same types of damages: lost revenue, lost profits, diminished inventory, harm to business reputation and goodwill, and charges for undelivered goods. Damages are calculable on a class-wide basis using Defendant's records of unshipped cases, billing records, and Class members' sales records. A class action is superior to other methods of adjudication because individual litigation would be impracticable given the relatively modest damages likely suffered by many individual Class members compared to the cost of litigation. A class action will achieve economies of time, effort, and expense, and promote uniformity of decision as to persons similarly situated. No unusual difficulties are likely to be encountered in the management of this class action. The Class is readily identifiable from Defendant's records and the records of the Mississippi Department of Revenue.

V. CLAIMS FOR RELIEF

Count I

Breach of Contract (Third-Party Beneficiary) against Defendant

66. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 through 65 as if fully set forth herein.

67. A valid and enforceable contract exists between the Mississippi Department of Revenue and Defendant.

68. The Contract was executed on or about March 1, 2023, for the operation of the ABC warehouse.

69. Plaintiff and all Class members are third-party beneficiaries of the Contract.

70. The Contract was entered into for the express purpose of providing warehouse and distribution services to licensed ABC permittees, including Plaintiff and all Class members.

71. Plaintiff and all Class members are members of the specifically identified class of beneficiaries, licensed ABC permittees, for whose benefit the Contract was made.

72. The Contract references permittees throughout, establishes the MARS ordering system for permittee use, and requires next-workday delivery to permittee locations.

73. The entire purpose of the Contract and the enabling legislation, Senate Bill 2844, was to improve distribution services to licensed permittees.

74. Permittees are the direct, intended recipients of the warehouse services.

75. The Legislature specifically enacted Senate Bill 2844 to address longstanding distribution problems harming permittees.

76. The Mississippi Department of Revenue had a substantial and articulate interest in the welfare of Plaintiff and all Class members as demonstrated by the legislative purpose of Senate Bill 2844.

77. Plaintiff and all Class members are not mere incidental beneficiaries but are intended, contemplated beneficiaries of the Contract.

78. Defendant breached the Contract.

79. Defendant failed to perform its obligation of administrative management of warehousing and order processing as required by Section 4.D of the Contract.

80. Defendant implemented a new warehouse management software system that was incompatible with existing conveyor belt equipment, without adequate testing of the implementation or having a contingency plan.

81. Defendant removed conveyor belt lines from service without a functional replacement system, resulting in a catastrophic reduction in warehouse throughput.

82. Defendant failed to guarantee next-business-day delivery to permittees as required by Defendant's Proposal, Section 4.1. 2.2, which was incorporated as Exhibit A to the Contract.

83. Defendant failed to implement the warehouse management system using Defendant's own internal personnel as committed in Defendant's Proposal, Section 4.1.3.5, which was incorporated as Exhibit A to the Contract.

84. Defendant failed to ensure the new WMS was compatible with existing warehouse infrastructure before deploying it.

85. Defendant billed Plaintiff and Class members through the MARS system for product that was not delivered or was only partially delivered.

86. Defendant failed to recruit, hire, and retain sufficient qualified employees to operate the warehouse as required by Section 4.E of the Contract.

87. As a direct and proximate result of Defendant's breach, Plaintiff and all Class members have suffered damages.

88. Plaintiff and all Class members have suffered lost revenue from inability to sell products not delivered.

89. Plaintiff and all Class members have suffered lost profits from reduced foot traffic and customer diversion to competing businesses or out-of-state sources.

90. Plaintiff and all Class members have suffered harm to business reputation and goodwill, including customer loss.

91. Plaintiff and all Class members have suffered ongoing losses from diminished inventory and loss of business income.

Count II

Negligence

92. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 through 91 as if fully set forth herein.

93. Defendant owed a duty of reasonable care to Plaintiff and all Class members.

94. As the sole operator of the ABC warehouse, the exclusive distribution point for all spirits and wine sold in the State of Mississippi, Defendant owed a duty to operate the warehouse in a competent, professional, and reliable manner.

95. Defendant breached this duty of care.

96. Defendant implemented a new warehouse management software system without adequately testing its compatibility with existing conveyor belt infrastructure.

97. Defendant removed conveyor belt lines without having a functional replacement system in place.

98. Defendant failed to develop, maintain, or execute any contingency plan for the transition period.

99. Defendant failed to communicate transparently or timely with permittees about the nature and expected duration of the service disruption.

100. Defendant permitted a backlog of 199,000 or more cases to accumulate before taking adequate remedial measures.

101. Defendant's breach of duty was the proximate cause of injuries to Plaintiff and all Class members.

102. The warehouse crisis, including the massive backlog of unshipped cases and the inability to fulfill orders, was a direct and foreseeable result of Defendant's negligent conduct.

103. Plaintiff and all Class members suffered damages as a direct and proximate result of Defendant's negligence.

104. Plaintiff and all Class members suffered lost revenue from inability to sell products not delivered.

105. Plaintiff and all Class members suffered lost profits from reduced foot traffic and customer diversion to competing businesses or out-of-state sources.

106. Plaintiff and all Class members suffered harm to business reputation and goodwill, including customer loss.

107. Plaintiff and all Class members suffered ongoing losses from diminished inventory and loss of business income.

Count III

Gross Negligence

108. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 through 107 as if fully set forth herein.

109. Defendant owed a duty of reasonable care to Plaintiff and all Class members.

110. As the sole operator of the ABC warehouse, the exclusive distribution point for all spirits and wine sold in the State of Mississippi, Defendant owed a duty to operate the warehouse in a competent, professional, and reliable manner.

111. Defendant breached this duty of care.

112. Defendant's conduct constituted gross negligence.

113. Defendant, while operating the state's sole alcohol distribution system upon which thousands of businesses and their employees depend, acted with reckless disregard for the

foreseeable consequences of removing the warehouse's primary loading infrastructure without a viable alternative.

114. The disruption occurred during periods of high demand periods for sales of alcohol, a fact of which Defendant was completely aware.

115. Defendant failed to develop or execute any contingency plan despite the critical nature of the warehouse.

116. Defendant failed to communicate transparently with permittees about the disruption.

117. Defendant permitted a backlog of 199,000 or more cases to accumulate before taking adequate remedial measures.

118. The disruption has lasted approximately four months, from late December 2025 through the current date and is not cleared yet.

119. Store owners sought the Governor's declaration of a State of Emergency due to the severity of the disruption.

120. Defendant's conduct demonstrates conscious indifference to the consequences of its actions and the welfare of thousands of Mississippi businesses.

121. Defendant's conduct demonstrates an extreme degree of risk and a conscious indifference by Defendant.

122. Defendant's breach of duty was the proximate cause of injuries to Plaintiff and all Class members.

123. Plaintiff and all Class members suffered damages as a direct and proximate result of Defendant's gross negligence.

124. Plaintiff and all Class members suffered lost revenue from inability to sell products not delivered.

125. Plaintiff and all Class members suffered lost profits from reduced foot traffic and customer diversion to competing businesses or out-of-state sources.

126. Plaintiff and all Class members suffered harm to business reputation and goodwill, including customer loss.

127. Plaintiff and all Class members suffered ongoing losses from diminished inventory and loss of business income.

Count IV

Unjust Enrichment

128. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 through 127 as if fully set forth herein.

129. In the alternative, and in the event this Court determines that Plaintiff and Class members are not intended third-party beneficiaries of the Contract between the Mississippi Department of Revenue and Defendant, Plaintiff alleges as follows.

130. Defendant received a benefit.

131. Plaintiff and Class members placed orders for spirits and wine through the MARS ordering system and paid the Mississippi Department of Revenue for those orders.

132. A portion of the amounts paid by Plaintiff and Class members was remitted to Defendant as per-case fees under the Contract for warehouse operations and delivery services.

133. Defendant received the benefit of per-case fees attributable to Plaintiff's and Class members' orders.

134. Defendant knew or should have known of the benefit.

135. Defendant knew that it was receiving per-case fees in exchange for providing warehouse operations and delivery services.

136. The per-case fees were calculated based on the number of cases ordered by permittees through the MARS ordering system.

137. Defendant retained the benefit under circumstances where it would be inequitable to do so.

138. Defendant failed to deliver the product for which Plaintiff and Class members were charged, or delivered only a portion of the product ordered.

139. The Mississippi Department of Revenue acknowledged billing errors at the February 17, 2026 legislative hearing.

140. Defendant has been enriched by its retention of fees for services it failed to perform.

141. Defendant's retention of per-case fees for warehouse and delivery services it failed to perform, while Plaintiff and Class members bore the cost of product ordered but not received, is inequitable and unjust.

142. Plaintiff and Class members had no alternative source of supply and were forced to pay for product they could not obtain.

143. Plaintiff and Class members suffered a loss as a result of Defendant's retention of the benefit.

144. Plaintiff and Class members suffered damages in the amount of all sums paid for product not delivered.

145. Plaintiff and Class members suffered additional consequential damages, including lost revenue, lost profits, and harm to business reputation and goodwill.

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of itself and all Class members, respectfully requests that this Court enter judgment in its favor and against Defendant as follows:

1. An order certifying this action as a class action pursuant to Fed. R. Civ. P. 23, establishing the Class and Subclass definitions set forth herein, appointing Plaintiff as Class Representatives, and appointing Plaintiff's counsel as Class Counsel.
2. Compensatory damages against Defendant for all lost revenue suffered by Plaintiff and all Class members from inability to sell products not delivered, in an amount to be proven at trial.
3. Compensatory damages against Defendant for all lost profits suffered by Plaintiff and all Class members from reduced foot traffic and customer diversion to competing businesses or out-of-state sources, in an amount to be proven at trial.
4. Compensatory damages against Defendant for harm to business reputation and goodwill suffered by Plaintiff and all Class members, including customer loss and diminished brand value, in an amount to be proven at trial.
5. Compensatory damages against Defendant for charges for undelivered goods paid by Plaintiff and all Class members for products ordered through the MARS system but not delivered or only partially delivered, in an amount to be proven at trial.
6. Compensatory damages against Defendant for costs of mitigation incurred by Plaintiff and all Class members, in an amount to be proven at trial.
7. Compensatory damages against Defendant for ongoing losses from diminished inventory and loss of business income suffered by Plaintiff and all Class members, in an amount to be proven at trial.
8. Punitive damages against Defendant for gross negligence and reckless disregard for the rights and welfare of Plaintiff and all Class members and all similarly situated Mississippi businesses, in an amount to be determined by the jury.
9. Pre-judgment interest at the maximum rate allowed by law from the date of the breach until the date of judgment pursuant to Miss. Code Ann. § 75-17-1.
10. Post-judgment interest at the maximum rate allowed by law from the date of judgment until the date of payment pursuant to Miss. Code Ann. § 75-17-7.
11. Costs of this action, including reasonable attorneys' fees to the extent permitted by law or contract.
12. Such other and further relief as this Court may deem just and proper.

VII. JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

Dated: May 19, 2026

/s/ David McMullan, Jr.

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Exhibit A

**CONTRACT FOR THE OPERATION OF
THE STATE ALCOHOLIC BEVERAGE WAREHOUSE**

This agreement made and entered into this the 1st day of March, 2023, by and between the Alcoholic Beverage Control Division of the Mississippi Department of Revenue, Alcoholic Beverage Control Division, hereinafter referred to as the "Department," "State," or "ABC," and Ruan Transport Corporation, hereinafter designated as "Ruan", the "Operator" or "Contractor."

Witnesseth:

WHEREAS, the Mississippi Legislature passed Senate Bill 2844 during the 2022 regular session in which it directed the Department to procure a vendor to operate the Liquor Distribution Center (LDC) located in Gluckstadt, Mississippi;

WHEREAS, the services to be provided by the Operator include, but are not limited to, information technology services for order management, administrative management of the warehouse, order processing, truck loading and receiving and maintaining a staff of employees sufficient to carry out these responsibilities;

WHEREAS, the Department issued RFP #3120002542 (3rd Party Operation of the Alcoholic Beverage Control Division) and, as a result, determined that Ruan submitted the best and most responsive proposal; and

WHEREAS, the Public Procurement Review Board approved this award at its March 2023 meeting.

NOW THEREFORE, in consideration of the premises the parties hereto respectively agree and contract as follows:

1. DURATION

The initial term of this agreement shall commence upon approval by the Public Procurement Review Board (PPRB) for a maximum four-year initial term with an option of 2 four-year renewals. This contract cannot exceed twelve (12) years in duration. However, in accordance with Senate Bill No. 2844, the initial term will terminate on the earlier of four years from the contract commencement date or the last day of use of the warehouse that is in service on July 1, 2022. At the end of the initial term, the Department will either renew the existing contract or award the contract to a vendor after completing a request for proposal procurement process subject to PPRB approval.

Unless stated otherwise via amendment, all terms and conditions of this Agreement shall continue through subsequent renewals even if the services are being performed at a location other than the LDC.

2. PER CASE FEE AND AVAILABILITY OF FUNDS

The per case fee paid to the Operator each year of the initial term shall be:

First Year: \$2.22
Second Year: \$2.35
Third Year: \$2.49
Fourth Year: \$2.64

This case fee shall be paid for every case processed by the Operator and shipped. The Operator may submit a request for a price increase at the time of any future renewal. Such price increase shall be based on an increase in actual costs to the Operator, and the Operator must submit documentation of such increase to the Department prior to any such increase in price.

It is expressly understood and agreed that the obligation of the Department to proceed under this agreement may be conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at anytime, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Department, the Department shall have the right upon ten (10) working days written notice to the contractor, to terminate this agreement without damage, penalty, cost or expenses to the state of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. The Department shall compensate Operator for all work performed by Operator prior to the effective date of termination.

3. ABC'S RESPONSIBILITIES

- A. As stated in Senate Bill 2844, the Department agrees to pay regular maintenance expenses incurred at the Liquor Distribution Center, "Regular maintenance" is defined as monthly overhead expenses, including but not limited to, utilities, facility shell and exterior cleaning services and lawn care. Utilities will include electric, natural gas, and water/sewer.
- B. As stated in Senate Bill 2844, the Department agrees that the operator will be allotted a monthly spending limit for occasional improvements the amount of which will be set by the Department at its sole discretion. "Occasional improvements" is defined as "items of maintenance, repairs, upgrades or other improvements for the warehouse or its equipment that are not performed on a

monthly basis." It shall include, but not be limited to, purchases of new material handling equipment and WMS upgrades that meet this definition. Any such equipment purchased using these funds will be the property of the Department.

Based on current shipping projections, the monthly spending limit for occasional improvement shall be \$90,000.00. This amount is subject to change depending on the special fund level from which these funds are derived. However, at no time shall the set limit be above \$90,000.00 unless approved for that month by the Department as stated herein.

The Operator will receive prior approval from an authorized representative of the Department before it may spend any amounts above the monthly allotment.

The Department may, at any time, review the Operator's spending. The Operator shall obtain prior Department approval for any spending over the monthly limit set in the contract for occasional improvements. The Operator may pay for these improvements out of pocket, in which case the Department will reimburse the operator on a monthly basis out of monies in the ABC Warehouse Improvements Fund so long as such payments are made in accordance with the requirements of this contract.

- C. As stated in Senate Bill 2844, the Department's Commissioner will designate an employee of the Department as a contract compliance officer who shall monitor the contract between the Department and the Operator. The contract compliance officer will be responsible for monitoring all aspects of the warehouse. Operator agrees to provide the officer with an on-site work area. The officer will be on-site on a daily basis, and will have access to all areas of the warehouse and staff at all times. The Operator agrees to provide any and all data, reports and other materials that the officer determines are necessary to carry out monitoring responsibilities.
- D. As stated in Senate Bill 2844, the Department will remain responsible for purchasing and selling alcoholic beverages, including distilled spirits and wine, as defined by Miss. Code Section 67-1-5 (1972)(as amended). The Department will transmit orders to the Operator on a daily basis. The Department will also remain responsible for listing and delisting product. The Department will continue to allow for special orders on new products, allocated products and products that do not meet quota to be a listed product. All orders will continue to be purchased by ABC permittees through the Department's TAP system.

4. MINIMUM SPECIFICATIONS

- A. Except as stated herein, the Operator shall act in a manner in accordance with its proposal submitted in response to a separate RFP #3120002542 while providing service under this Agreement. A true and correct copy of the Operator's proposal is attached to this Agreement as Exhibit A.

B. A true and correct copy of all Amendments to the separate RFP #3120002542 is attached hereto as Exhibit B. The ABC's answers listed in these amendments are hereby incorporated into this Agreement as Exhibit B.

C. A true and correct copy of the RFP #3120002542 is attached hereto as Exhibit C. The RFP is hereby incorporated into this Agreement as Exhibit C.

In the event of any conflict in the terms of this Agreement and any of the exhibits made a part thereof, the following order of precedence shall control: Agreement, then Exhibit A, then Exhibit B, then Exhibit C.

D. The Operator agrees to be responsible for administrative management of the warehousing, order processing, and truck loading functions including, without limitation, the management of its warehouse personnel;

E. The Operator agrees to recruit, hire and retain sufficient qualified employees to operate the Liquor Distribution Center. The Operator may use seasonal or temporary employees as needed;

F. The Operator agrees to:

- Maintain a clean and dry facility.
- Adequately secure the facility to prevent pilferage, theft, break-in or damage.
- Provide security 24-hours per day, seven days per week.
- Provide and maintain the required lift truck equipment, mobile equipment and equipment batteries for warehouse operations.

G. The Operator agrees to compile and maintain performance metrics. Performance will be measured by key performance indicators ("KPIs") for service, cost, and exceptions. On a weekly basis, the supplier will supply MS ABC with results from the prior week. To the extent the system and process allows, recommended KPIs include:

- Cost metric – provide cost metrics - cost/case, cost/order, etc.
- Productivity metric – receiving rate per hour, pick rate per hour measured against established goals and mis-picks.
- Inventory Count Accuracy by Location on a weekly basis – performed utilizing cycle counts,
- Fill rate for licensee orders measured against an established metric;
- Percentage of orders that are shipped complete, with no item exceptions.
- Percentage of deliveries that are shipped with no exceptions.
- Warehouse exceptions
- Shortages measured by cases short on a delivery.

- Overages measured by cases over on a delivery.
 - Breakage/Damage measured by product value in dollars.
 - On a monthly basis, the Operator will meet with the MS ABC Division to review the performance metrics listed above, the results, and have a general discussion of the operation. The monthly review should be utilized for a general evaluation of the operator performance, issue resolution and vetting of improvement opportunities. At each monthly review, there will be discussions of the KPIs listed above, with improvement plans for performance below acceptable levels and recognition noted for exceeding requirements.
- H. The Operator agrees that it will reimburse MS ABC Division for breakage/damage within the Warehouse Operations. The Operator will be required to credit the Department for each bottle damaged in receiving, put away, warehousing, picking and/or loading. The cost is FOB. The Operator will be responsible for paying for any product damage that occurs while the product is in its possession and is not responsible for damage that occurs prior to its receipt. Once the products have been loaded, damages to the products will be handled pursuant to the terms of the shipping contracts.
- I. As stated in Miss. Code Section 27-71-11 (1972)(as amended), the Parties agree that an ABC Permittee's order shall qualify for shipping when it includes the minimum number of cases of alcoholic beverages as set by the Department. The Department will place qualifying orders in a queue for shipment in the order in which the orders are made. As order of fewer than the minimum number of cases ("special order") will be added to the permittee's next qualified shipment.
- J. As stated below, the Operator will at least initially utilize the Department's MARS system to the extent required to provide services under this Agreement. Should the parties determine that it is in the best interest of the State to implement the Operator's WMS system with MARS, the Operator agrees to maintain and produce reports to the MS ABC Division on request at no additional fee to include but not limited to the following, including all documentation required by federal and state laws:
- Annual Financial Audit including Management Letter. • Annual Inventory Reports.
 - Stock status – Out of Stock/Low stock reports, Over Stock/Under Stock reports.
 - Cases shipped/extra loads reports.
 - Monthly shipments and comparison reports.
- K. The Operator agrees to cooperate with the Department on all regulatory compliance matters.

- L. As stated in Senate Bill 2844, the Operator agrees to defend any suit or claim brought against the State arising out of any act or omission in operations, and shall hold the state harmless from such claim or suit. The Operator agrees it is solely responsible for the payment of any legal or other costs relative to any such claim or suit. The Operator agrees to reimburse the State for any costs that it may incur as a result of such claim or suit immediately upon being submitted a statement therefor by the Mississippi Attorney General.

The Operator is not waiving any rights or remedies available to Operator under state or federal law.

- M. As stated in Senate Bill 2844, the Operator agrees to utilize the shipping companies currently under contract with the Department for the delivery of alcoholic beverages to permittees either until the contract terms end on June 30, 2024, or such contracts are otherwise terminated. Payment shall continue to be made by the Department to the shipping companies as required by the existing contracts. Once these contracts are no longer in effect, the Department will utilize procurement procedures under PPRB requirements to award shipping contracts. The Department will continue to work with existing shippers to set up and edit routes for delivery of alcoholic beverages.
- N. As stated below, the Operator will at least initially utilize the Department's MARS system to the extent required to provide services under this Agreement. Should the parties determine that it is in the best interest of the State to implement the Operator's WMS system with MARS, the Operator will provide the Department with a daily electronic file accounting for and identifying the alcoholic beverage cases loaded on trucks at the LDC.
- O. The Operator agrees that it is responsible in obtaining and maintaining the necessary equipment, including but not limited to, forklifts, pallet jacks, rider jacks, stock pickers, equipment batteries etc., that it needs to perform its contracted services in the LDC. The operator agrees that it is responsible for maintaining the material handling equipment in the warehouse, including but not limited to the conveyor system, extend conveyors and sorter.
- P. The Operator agrees that will be responsible for stocking inventory and rotating inventory stock. The Department will audit inventory periodically to maintain accuracy
- Q. The Operator agrees that any state-owned equipment it deems to be obsolete or destroyed must be disposed of in a manner compliant with Mississippi law. The Operator will return such state-owned equipment to the Department for proper disposal.

- R. The Operator agrees that if it at any time does not have enough physical equipment or for any reason whatsoever, except for a Force Majeure Event as defined in the Force Majeure provision contained herein below, it is unable to materially complete services as required under this Contract, the Operator shall notify ABC immediately. ABC may at its option treat such inability as a breach of contract and may immediately enter into an emergency contract(s) with other parties to ensure that alcoholic beverages are processed and delivered to permittees. Operator is responsible for any additional costs incurred by ABC in such instances as a measure of contract damages and agrees to pay such on demand.
- S. The Operator agrees to provide a current, updated list throughout the contract period of all management personnel with telephone numbers whom the Department may contact, if necessary.
- T. Unless otherwise provided in this contract, the Operator must guarantee next workday delivery to permittees under the areas applicable to this contract.

The Operator will utilize DOR's MARS system to receive orders in an efficient and timely manner from the Department. The Operator agrees that it will have a process in place to pull all orders after the daily cutoff time and accurately load the orders into MARS. The parties agree to review the Operator's WMS system during the contract term to determine whether it is advantageous to the State to implement the Operator's WMS system with MARS.

- U. As stated in SB 2844, the Operator may interface with the Department's warehouse management system within TAP/MARS in a manner allowing for information sharing in furtherance of efficient operations while also protecting the security of the warehouse management system. However, the Operator, its employees and its agents shall not have access to any federal tax information (FTI) under any circumstances. The Operator may access the warehouse management system only to the extent necessary to perform services under this Agreement as an agent of the Department. The Operator may obtain ABC permittee information only for the purpose of performing services under this Agreement. Any information derived from the system shall be confidential and subject to the terms of this Agreement. However, the Operator, its employees and its agents shall not otherwise have access to any state tax information (STI). The Operator agrees that it shall notify the Department immediately in writing if it, any of its employees or any of its agents improperly access any FTI or STI.

Operator represents and warrants that it will comply with the State's data breach notification laws codified at Section 75-24-29 of the Mississippi Code.

- V. Please refer to Ruan Proposal Response to IT Requirements, 4.1.1 through 4.1.2.2, for additional requirements and obligations relating to WMS, product return processes, and order processing.
- W. Prior to the start of the contract period Ruan agrees to provide the DOR Proposal Coordinator certificates from its insurer(s) certifying that it has appropriate comprehensive insurance covering incident(s) and/or damages arising from the provider's provision of services arising from this contract. Additionally, DOR shall be included as an additional insured on such required coverage.

Such insurance must include the following:

- A. Adequate fire and casualty insurance to at least cover loss of inventory and equipment. In addition to fire and casualty insurance, the operator provides at least Ten Million Dollars (\$10,000,000.00) of liability insurance. The DOR shall be included as an additional insured on the policy.
- B. The provider shall maintain in effect throughout the contract period workers' compensation insurance sufficient to meet or exceed the statutory minimum requirements of the State of Mississippi covering all persons performing work under this contract. The provider shall be prepared to provide evidence of required workers' compensation insurance upon request by DOR at any time during the contract period.

All required insurance will be endorsed to provide DOR with 30 days advance notice of cancellation or material change. The insurance company must be authorized to do business in Mississippi.

- X. Ruan agrees to post a performance bond to assure its faithful performance of the specifications and conditions of the contract. The amounts shall be as follows and represent the estimated cost to the Department on an annual basis to operate the Warehouse:

First Year:	\$5,486,928.00
Second Year:	\$5,662,655.00
Third Year:	\$5,844,209.00
Fourth Year:	\$6,031,794.00

The bond is required throughout the term of the contract. The terms and conditions must be approved by the Department and the Department of

Finance and Administration, and such approval is a condition precedent to the contract taking effect.

5. DAYS OF SERVICE

Cases of alcoholic beverages are loaded at the LDC Monday evening through Thursday evening with delivery to the permittees occurring Tuesday through Friday. There could be an occasional Friday pick-up for a Monday delivery and additional delivery dates. Holidays include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The warehouse and distribution operations will be closed on these holidays, and in the week the holiday occurs, business requirements will be moved back 24 hours.

6. STANDARD TERMS AND CONDITIONS

A. Anti-Assignment/Subcontracting

Operator acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Operator's special skills and expertise. Operator shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

B. Applicable Law

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law's provisions, and any litigation with respect thereto shall be brought in the courts of the State. Operator shall comply with applicable federal, state, and local laws and regulations.

C. Approval

It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review, and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

D. Authority to Contract

Operator warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other

agreement of any kind; and, (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

E. Availability of Funds

It is expressly understood and agreed that the obligation of the Mississippi Department of Revenue to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Mississippi Department of Revenue, the Mississippi Department of Revenue shall have the right upon ten (10) working days written notice to Operator, to terminate this agreement without damage, penalty, cost or expenses to the Mississippi Department of Revenue of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Certification of Independent Price Determination The proposer certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other proposer or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices proposal.

F. Change in Scope of Work

The Mississippi Department of Revenue may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Operator that the scope of the project or of Operator's services has been changed, requiring changes to the amount of compensation to Operator or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Mississippi Department of Revenue and Operator. If Operator believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to Operator, Operator must immediately notify the [agency] in writing of this belief. If the [agency] believes that the particular work is within the scope of the contract as written, Operator will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

G. Compliance with Laws

Operator understands that the Mississippi Department of Revenue is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Operator agrees during the term of the agreement that Operator will strictly adhere to this

policy in its employment practices and provision of services. Operator shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

H. Confidentiality

Notwithstanding any provision to the contrary contained herein, it is recognized that the Mississippi Department of Revenue is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 et seq. If a public records request is made for any information provided to the Mississippi Department of Revenue pursuant to the agreement and designated by the Operator in writing as trade secrets or other proprietary confidential information, the Mississippi Department of Revenue shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The Mississippi Department of Revenue shall not be liable to the Operator for disclosure of information required by court order or required by law.

I. Operator Personnel

The Operator is at all times an independent contractor. The Mississippi Department of Revenue shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Operator. If the Mississippi Department of Revenue reasonably rejects staff or subcontractors, Operator will provide replacement staff or subcontractors satisfactory to the Mississippi Department of Revenue in a timely manner and at no additional cost to the Mississippi Department of Revenue. The day-to-day supervision and control of Operator's employees, including temporary and seasonal employees, and subcontractors is the sole responsibility of Operator.

Operator, at its sole cost and expense, will employ competent and licensed personnel in the operation of the warehouse and will pay all employee wages benefits health, welfare and pension benefit costs (as applicable), and payroll taxes for such personnel ("Benefit Costs") at levels which are in effect on the date of this contract. If Operator receives notice that The Mississippi Department of Revenue is dissatisfied with an Operator's employee assigned to the warehouse, the Operator will promptly meet with the State of Mississippi Department of Revenue, investigate the dissatisfaction, and take such action as the meeting and investigation may reveal to be appropriate.

J. Disclosure of Confidential Information

In the event that either party to this agreement receives notice that a third-party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the

termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 et seq.

K. E- Payment

Operator agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31- 7-301 et seq.

L. E-Verification

If applicable, Operator represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Operator agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Operator agrees to provide a copy of each such verification. Operator further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Operator to the following:

- (1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- (2) the loss of any license, permit, certification or other document granted to Operator by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year or, both.
- (3) In the event of such cancellations/termination, Operator would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

M. Failure to Deliver

In the event of failure of Operator to deliver services in accordance with the contract terms and conditions, the Department, after due oral or written notice, may procure the services from other sources and hold Operator responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Department may have.

N. Failure to Enforce Failure by the Mississippi Department of Revenue at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Mississippi Department of Revenue to enforce any provision at any time in accordance with its terms.

O. Force Majeure

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, acts of war, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Operator shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.

The Operator is not waiving any rights or remedies available to Operator under state or federal law.

P. Independent Contractor

Operator shall, at all times, be regarded as and shall be legally considered an independent contractor. Nothing contained herein shall be deemed or construed by the State, Operator, or any third party as creating the relationship of master and servant, partners; joint ventures, employer and employee, or any similar such relationship between the State and Operator. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Operator hereunder creates or shall be deemed to create a relationship other than the independent relationship of the State and Operator. Operator's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Operator nor its employees shall, under any circumstances, be considered employees of the Mississippi Department of Revenue, and the Mississippi Department of Revenue shall be at no time legally responsible for any negligence or other wrongdoing by Operator, its servants, agents, or The Mississippi Department of Revenue shall not withhold from the contract payments to Operator any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Operator. Further, the Mississippi Department of Revenue shall not provide to Operator any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.

Q. Integrated Agreement/Merger

This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the State and Operator. Operator acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the State or Operator on the basis of draftsmanship or preparation hereof.

R. Ownership of Documents and Work Papers

The Mississippi Department of Revenue shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project, which is the subject of this agreement, except for Operator's proprietary documents, internal administrative and quality assurance files and internal project correspondence. Operator shall deliver such documents and work papers to the Mississippi Department of Revenue upon termination or completion of the agreement. The foregoing notwithstanding, Operator shall be entitled to retain a set of such work papers for its files. Operator shall be entitled to use such work papers only after receiving written permission from the Mississippi Department of Revenue and subject to any copyright protections.

"Operator's proprietary documents" include any and all documents provided by the Operator that contain patented or copyrighted information; contain trade secrets; proprietary processes, proprietary improvements, proprietary discoveries, or proprietary utility or pricing models; and/or proprietary information protected under contract or otherwise under law.

S. Paymode

Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Operator's choice. The State may, at its sole discretion, require Operator to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Operator understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

S. Price Adjustment Clause

I. Price Adjustment Methods.

Any adjustments to price, pursuant to a clause in this contract, shall be made in one or more of the following ways: a. by agreement on fixed price adjustment before the commencement of the additional performance; b. by unit prices specified in the contract; c. by the costs attributable to the event or situation covered by the clause,

plus appropriate profit or fee, all as specified in the contract; or, d. by the price escalation clause.

II. Submission of Cost or Pricing Data.

The Operator shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-403 (Cost or Pricing Data) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

T. Procurement Regulations

The contract shall be governed by the applicable provisions of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.

U. Representation Regarding Contingent Fees

Operator represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Operator's bid or proposal.

V. Representation Regarding Gratuities

The bidder, offeror or Operator represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

W. Record Retention and Access to Records

Provided Operator is given reasonable advance written notice and such inspection is made during normal business hours of Operator, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Operator's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Operator for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

X. Recovery of Money

Whenever, under the contract, any sum of money shall be recoverable from or payable by Operator to the Mississippi Department of Revenue, the same amount may be deducted from any sum due to Operator under the contract or under any other contract between Operator and the Mississippi Department of Revenue. The rights of the Mississippi Department of Revenue are in addition and without

prejudice to any other right the Mississippi Department of Revenue may have to claim the amount of any loss or damage suffered by the Mississippi Department of Revenue on account of the acts or omissions of Operator.

Y. Severability

If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

Z. Stop Work Order

(1) Order to Stop Work: The procurement officer, may, by written order to Operator at any time, and without notice to any surety, require Operator to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Operator unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Operator shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the procurement officer shall either:

- (a) cancel the stop work order; or,
- (b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

(2) Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Operator shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Operator price, or both, and the contract shall be modified in writing accordingly, if:

- (a) the stop work order results in an increase in the time required for, or in Operator's properly allocable to, the performance of any part of this contract; and,
- (b) Operator asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) **Adjustments of Price:** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

AA. Termination for Convenience

(1) **Termination.** The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Operator specifying the part of the contract terminated and when termination becomes effective.

(2) **Operator's Obligations.** Operator shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Operator will stop work to the extent specified. Operator shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Operator shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Operator to assign Operator's right, title, and interest under terminated orders or subcontracts to the State. Operator must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

BB. Termination for Default

(1) **Default.** If Operator refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Operator in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Operator's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Operator shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(2) **Operator's Duties.** Notwithstanding termination of the contract and subject to any directions from the Chief Procurement Officer, Operator shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Operator in which the State has an interest.

(3) **Compensation.** Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Operator such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

(4) **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, Operator shall not be in default by reason of any failure

in performance of this contract in accordance with its terms (including any failure by Operator to make progress in the prosecution of the work hereunder which endangers such performance) if Operator has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Operator shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Operator to meet the contract requirements. Upon request of Operator, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Operator's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled "Termination for Convenience."

(5) **Erroneous Termination for Default.** If, after notice of termination of Operator's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to a termination for convenience.

(6) **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

CC. Termination Upon Bankruptcy

This contract may be terminated in whole or in part by the Mississippi Department of Revenue upon written notice to Operator, if Operator should become the subject of bankruptcy or receivership proceedings whether voluntary or involuntary, or upon the execution by Operator of an assignment for the benefit of its creditors. In the event of such termination, Operator shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

DD. Third Party Action Notification

Operator shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Operator by any entity that may result in litigation related in any way to this agreement.

EE. Trade Secrets, Commercial and Financial Information

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

FF. Transparency

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq., and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Mississippi Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Operator as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

FF. Unsatisfactory Work

If, at any time during the contract term, the service performed or work done by Operator is considered by the Mississippi Department of Revenue to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Operator shall, on being notified by the Mississippi Department of Revenue, immediately correct such deficient service or work. In the event Operator fails, after notice, to correct the deficient service or work immediately, the Mississippi Department of Revenue shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Operator.

GG. Waiver

No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

WITNESS the true execution hereof by both parties hereto on the day and date first above written.

MISSISSIPPI DEPARTMENT OF REVENUE

By: [Signature]
Title: Comptroller
Date: 02/21/2023

RUAN TRANSPORT CORPORATION

By: [Signature]
Title: President & COO
Date: 2/21/23

**AMENDMENT #1 TO
CONTRACT FOR THE OPERATION OF
THE STATE ALCOHOLIC BEVERAGE WAREHOUSE**

This document (hereinafter referred to as "Amendment Number 1") shall serve to amend the original Contract for the Operation of the State Alcoholic Beverage Warehouse executed on February 21, 2023 (hereinafter referred to as "Contract") between the Alcoholic Beverage Control Division of the Mississippi Department of Revenue (hereinafter referred to as the "Department") and Ruan Transport Corporation (hereinafter referred to as "Ruan"). The Department and Ruan are sometimes collectively referred to as the "Parties."

WHEREAS the Parties wish to amend the Contract to change the scope of the work to be performed to include:

1. Implement Pick to Pallet fulfillment of orders no later than December 31, 2025.

WHEREAS, the terms of the Contract, **6. STANDARD TERMS AND CONDITIONS**, states the following:

F. Change in Scope of Work

The Mississippi Department of Revenue may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Mississippi Department of Revenue and Contractor. If Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to Contractor, Contractor must immediately notify the [agency] in writing of this belief. If the [agency] believes that the particular work is within the scope of the contract as written, Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

WHEREAS the Parties wish to amend the Contract to change the amount of compensation to be paid to the Contactor.

NOW THEREFORE, the Department and Ruan, by entering into the Amendment Number 1, mutually agree that the following provisions shall modify the aforementioned Contract effective April 1, 2025 ("Amendment 1 Effective Date):

1. Article 2 under "PER CASE FEE AND AVAILABILITY OF FUNDS" the rates for the Third Year and Fourth Year shall be deleted and hereby amended to provide that the per case fee paid to the Operator effective April 1, 2025 shall be \$2.65 and on April 1, 2026 shall be \$2.70.

2. Article 4 under "MINIMUM SPECIFICATIONS" shall be and hereby is amended to provide:

- Y. The Operator agrees to implement Pick to Pallet fulfillment of orders no later than December 31, 2025.

All other terms and conditions of the Contract executed on February 21, 2023, shall remain unchanged and in full force and effect.

MISSISSIPPI DEPARTMENT OF REVENUE

By: [Signature]

Title: [Signature]

Date: 03/17/2025

RUAN TRANSPORT COMPANY

Signed by:
By: [Signature: Marty Wadde]
F31BA93380F6407...

Title: Chief Commercial Officer

Date: 3/6/2025

CIVIL COVER SHEET

3:26-cv-00123-JDM-JMV

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Uno Mas Co., Inc.

(b) County of Residence of First Listed Plaintiff Lafayette County, MS
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Barrett Law Group, P.A., 404 Court Sq. N, Lexington, MS
39095; 662-834-2488

DEFENDANTS

Ruan Transport Corporation

County of Residence of First Listed Defendant Polk County, IA
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|---------------------------------------|---------------------------------------|
| Citizen of This State | ☐ 1 | ☐ 1 | Incorporated or Principal Place of Business In This State | ☒ 4 | ☐ 4 |
| Citizen of Another State | ☐ 2 | ☐ 2 | Incorporated and Principal Place of Business In Another State | ☐ 5 | ☒ 5 |
| Citizen or Subject of a Foreign Country | ☐ 3 | ☐ 3 | Foreign Nation | ☐ 6 | ☐ 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
☐ 110 Insurance ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument ☐ 150 Recovery of Overpayment & Enforcement of Judgment ☐ 151 Medicare Act ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans) ☐ 153 Recovery of Overpayment of Veteran's Benefits ☐ 160 Stockholders' Suits ☒ 190 Other Contract ☐ 195 Contract Product Liability ☐ 196 Franchise	PERSONAL INJURY ☐ 310 Airplane ☐ 315 Airplane Product Liability ☐ 320 Assault, Libel & Slander ☐ 330 Federal Employers' Liability ☐ 340 Marine ☐ 345 Marine Product Liability ☐ 350 Motor Vehicle ☐ 355 Motor Vehicle Product Liability ☐ 360 Other Personal Injury ☐ 362 Personal Injury - Medical Malpractice PERSONAL INJURY ☐ 365 Personal Injury - Product Liability ☐ 367 Health Care/Pharmaceutical Personal Injury Product Liability ☐ 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY ☐ 370 Other Fraud ☐ 371 Truth in Lending ☐ 380 Other Personal Property Damage ☐ 385 Property Damage Product Liability	☐ 625 Drug Related Seizure of Property 21 USC 881 ☐ 690 Other LABOR ☐ 710 Fair Labor Standards Act ☐ 720 Labor/Management Relations ☐ 740 Railway Labor Act ☐ 751 Family and Medical Leave Act ☐ 790 Other Labor Litigation ☐ 791 Employee Retirement Income Security Act IMMIGRATION ☐ 462 Naturalization Application ☐ 465 Other Immigration Actions	☐ 422 Appeal 28 USC 158 ☐ 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS ☐ 820 Copyrights ☐ 830 Patent ☐ 835 Patent - Abbreviated New Drug Application ☐ 840 Trademark ☐ 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY ☐ 861 HIA (1395ff) ☐ 862 Black Lung (923) ☐ 863 DIWC/DIWW (405(g)) ☐ 864 SSID Title XVI ☐ 865 RSI (405(g)) FEDERAL TAX SUITS ☐ 870 Taxes (U.S. Plaintiff or Defendant) ☐ 871 IRS—Third Party 26 USC 7609	☐ 375 False Claims Act ☐ 376 Qui Tam (31 USC 3729(a)) ☐ 400 State Reapportionment ☐ 410 Antitrust ☐ 430 Banks and Banking ☐ 450 Commerce ☐ 460 Deportation ☐ 470 Racketeer Influenced and Corrupt Organizations ☐ 480 Consumer Credit (15 USC 1681 or 1692) ☐ 485 Telephone Consumer Protection Act ☐ 490 Cable/Sat TV ☐ 850 Securities/Commodities/Exchange ☐ 890 Other Statutory Actions ☐ 891 Agricultural Acts ☐ 893 Environmental Matters ☐ 895 Freedom of Information Act ☐ 896 Arbitration ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision ☐ 950 Constitutionality of State Statutes
REAL PROPERTY ☐ 210 Land Condemnation ☐ 220 Foreclosure ☐ 230 Rent Lease & Ejectment ☐ 240 Torts to Land ☐ 245 Tort Product Liability ☐ 290 All Other Real Property	CIVIL RIGHTS ☐ 440 Other Civil Rights ☐ 441 Voting ☐ 442 Employment ☐ 443 Housing/Accommodations ☐ 445 Amer. w/Disabilities - Employment ☐ 446 Amer. w/Disabilities - Other ☐ 448 Education PRISONER PETITIONS Habeas Corpus: ☐ 463 Alien Detainee ☐ 510 Motions to Vacate Sentence ☐ 530 General ☐ 535 Death Penalty Other: ☐ 540 Mandamus & Other ☐ 550 Civil Rights ☐ 555 Prison Condition ☐ 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C.S. § 1332

Brief description of cause:
Breach of contract

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$
exceeds \$75,000

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE

05/19/2026

SIGNATURE OF ATTORNEY OF RECORD

/s/ David McMullan, Jr.

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

AMSND-2686238