EXHIBIT 1

DISTRICT COURT, CITY AND COUNTY OF DENVER, STATE OF COLORADO 1437 Bannock Street, Room 256 Denver, CO 80202 (303) 606-2300	
Plaintiff: **COORS DISTRIBUTING COMPANY LLC**, a Delaware limited liability company v. **Defendants:** **CROWN IMPORTS LLC**, d/b/a Constellation Brands Beer Division, a Delaware limited liability company; and **CONSTELLATION BRANDS, INC.**, a Delaware corporation.	**▲ COURT USE ONLY ▲**
Attorneys for Defendants Crown Imports LLC, d/b/a Constellation Brands Beer Division, and Constellation Brands, Inc.: Names: Randall H. Miller, #33694 R. Reeves Anderson, #48057 Shay Longtain, #55348 Address: 1144 Fifteenth Street, Suite 3100 Denver, CO 80202 Phone Number: 303.863.1000 Fax Number: 303.863.2301 Email Addresses: randy.miller@arnoldporter.com reeves.anderson@arnoldporter.com shay.longtain@arnoldporter.com	Case Number: 2026CV33488 Courtroom: 203
DECLARATION OF ROBERT VAN WITZENBURG	

1. I am authorized to execute this declaration and am competent to testify about the matters contained herein based on my personal knowledge.

2. I am currently employed as Senior Vice President, Central Business Unit for Crown Imports LLC ("Crown"). I have been employed by Crown for 21 years. My responsibilities include oversight and management of distributors across 15 states, including Colorado.

3. Crown is a wholly owned subsidiary of Constellation Brands, Inc. (collectively with Crown, "Constellation"). Constellation is the exclusive importer, marketer, and supplier in the United States of a portfolio of beer brands that includes the Modelo, Corona, Pacifico, and Victoria brand families.

4. Coors Distributing Company LLC ("CDC") distributes Constellation's brands in a defined territory in the Denver area under a Distributor's Agreement dated June 23, 2008 (the "Agreement").

5. The Agreement has no fixed termination date. In my experience, distribution agreements of this kind commonly do not use a fixed expiration date because suppliers require the ability to change distributor arrangements over time, subject to any contractual and statutory notice and compensation obligations. Market conditions, brand portfolios, retail strategy, territorial needs, and distributor performance can change over time, and Constellation needs to have flexibility in its distribution arrangements.

6. The beer market in Colorado, and in CDC's territory in particular, is highly competitive. Constellation's brands compete with brands owned by Anheuser-Busch InBev, The Boston Beer Company, Heineken, Molson Coors, and others for consumer purchases, for shelf, cold-box, and display space in retail stores, for placements in restaurants and bars, and for distributor attention.

7. CDC is a wholly owned subsidiary of Molson Coors Beverage Company ("Molson Coors"), one of Constellation's principal competitors. I am familiar with CDC and its operations as they relate to Constellation. On November 5, 2026, I reviewed the brand list available through CDC's public website.[1] A true and correct copy of that page is attached as Attachment A. According to CDC's website, it distributes more than 400 products. Among them are Molson Coors brands such as Coors Light, Miller Lite, Miller High Life, and Blue Moon; other Mexican beers that compete directly with Constellation's brands, such as Dos Equis, Tecate, Sol, and Bohemia; other imports such as Heineken, Peroni, and Sapporo; and craft and domestic beers such as Samuel Adams, Sierra Nevada, New Belgium, and Lagunitas.

8. A distributor's effort and execution are significant factors in how a supplier's brands perform in this competitive market. The distributor's sales force calls on retail accounts; secures shelf, cold-box, and display space and draft handles; carries out the supplier's pricing and promotional programs; and installs point-of-sale materials. Distributors may carry many competing brands and can decide how to allocate their sales force, promotional support, warehouse space, and delivery capacity among them. When a distributor's execution on particular brands declines, retailers give that space to competing brands, and it can be difficult to regain because retailers make placement decisions on fixed planning cycles.

9. By letter dated September 10, 2026, Crown notified CDC that it was terminating the Agreement, effective 90 days after delivery. The letter advised CDC that, until the transfer of

[1] https://products.vtinfo.com/brandbuilder/61950/brands/tab/1.

distribution rights, Constellation would continue to conduct business as usual and minimize any disruption in the territory.

10. On October 28, 2026, the Court entered an Order Granting Preliminary Injunction to Preserve the Status Quo Pending Arbitration (the "Order").

11. Since Constellation sent its termination notice, CDC has changed how it works with Constellation's sales personnel in ways that limit our ability to support Constellation's brands in the market. For example:

a. CDC has restricted Constellation's access to CDC facilities. Much of the day-to-day work of supporting a brand happens at the distributor's facility. Before the termination notice, Constellation's team could work in CDC's building, including its point-of-sale shop, and retrieve materials for the market as needs arose. Ours is a fast-moving business that often requires rapid give and take of information. Constellation now must request point-of-sale materials stored at CDC's warehouse at least 72 hours in advance, explain the account and business use, and obtain CDC's approval. This makes it much harder to act at the normal speed of business and get materials into retail accounts promptly, in response to specific needs. It also bogs down our operations and ability to react.

b. CDC has injected various other challenges, such as altering the way we conduct monthly business reviews, which are regular meetings in which Constellation and CDC review the brands' sales against plan, execution in retail accounts, inventory, and upcoming programs. They are Constellation's main tool for identifying and fixing execution problems before those problems cost the brands placements and sales.

c. CDC is harming long-term planning. For example, CDC has pulled back on longer-term investments in Constellation's brands, including by declining to accommodate larger-scale signage requests and requiring new approval processes that did not previously apply. This directly impacts our long-term efforts.

d. CDC is now operating in a cumbersome and overly administrative manner that is delaying operations and harming Constellation's ability to act in the ordinary course. One example is that Constellation recently acquired SpikedAde, a rapidly growing brand in the ready-to-drink beverage category. Despite the fact that the acquisition was publicly announced in October and that it is widely known in the industry that Constellation now owns the brand, CDC has delayed interactions on the product and demanded that Constellation provide formal written proof of the acquisition before CDC will engage with Constellation on this brand. I have never seen another wholesaler take that position.

12. Uncertainty about the transition can impact distributor behavior. In the face of potential transition, a distributor can undermine a supplier's brands in ways that do not show up right away in sales reports. For example, it can give the supplier's brands lower priority on sales calls, stop pursuing new displays, execute promotional programs poorly or not at all, allow out-of-stocks to persist, allocate sales attention to competing brands, reduce coordination with the supplier's personnel, or create uncertainty among retailers about the supplier's future distribution arrangements. These effects often appear first as slower growth, missed placements, and lost promotional opportunities, rather than as a clear drop in sales. Those losses exist even when they are difficult to detect and correct. That is especially true in situations like this one, where CDC has restricted Constellation's timely access to information and support for long-term investments.

13. Even if the parties later attempted to calculate lost sales or lost profits, that calculation would not capture the full business harm from delayed or weakened execution. A supplier may know that it lost momentum in the market, but it can be difficult to prove how much additional growth would have occurred had the distributor fully supported the supplier's brands, how many accounts would have added displays or shelf space, how many consumers would have purchased the brands, or how future buyer decisions were affected by lower recent velocity. Those harms are particularly difficult to isolate in a competitive beverage market because changes in weather, holidays, retailer strategy, competitor promotions, inventory timing, and consumer preferences can all affect short-term sales results.

14. The added uncertainty around the transition of the distribution relationship is very challenging any time of year, but the timing of this Order is particularly disruptive. This time of year is critical for planning and budgeting for the following year. The Order's injunction directly overlaps with important planning and execution windows for the beer business. By creating uncertainty about the transition, the Order is forcing Constellation to either share its confidential long-term strategy and plans with a distributor that may be a direct competitor in the months ahead or withhold those long-term plans at the risk of missing important planning windows in the fourth quarter of the year. Constellation is unable to carry out transition plans, unable to prepare a new distributor to take over, and forced to plan its business in CDC's territory on a fully temporary basis. The costs of that uncertainty grow the longer the Order remains in effect.

15. This time of year is also marked by seasonal impacts. Holiday programming, football and Super Bowl-related promotions, early-year retail planning, spring resets, summer selling preparation, and new-product launch planning are all periods when supplier-distributor coordination is critical. If CDC is less cooperative, less transparent, or less focused on Constellation's objectives during these windows, Constellation can lose opportunities that may not be available again.

16. The injection of uncertainty around the transition itself is always harmful because the period between a termination notice and its effective date is what allows a supplier to carry out an orderly transition to a new distributor. During that period, a supplier would ordinarily plan inventory and logistics so retailers do not run out of product, and coordinate the transfer of point-of-sale and account information. Retailers also need advance notice of the transition so they can

set up the new distributor in their ordering and payment systems, provide store access for deliveries, and update pricing. The 90-day notice of termination provided that period, which runs to December 13, 2026.

17. Retailers, such as the many owners of stores and bars, will be especially harmed by this Order. Because of the Order, Constellation is prohibited from using the notice period to communicate about a shift in its business so retailers can prepare. That means retailers will get less notice and time for transition. In my experience, retailers much prefer to know exactly when a transition is coming so they can plan effectively. If the Order is later stayed, vacated, or reversed, any transition would need to occur on a compressed timeline, with far less preparation or notice. That would increase the risk of out-of-stocks, missed retail resets and promotional windows, and confusion among retail accounts. This confusion would likely cause some retailers to stop purchasing Constellation's brands for a period of time, resulting in lost sales and lost shelf space. Retailers rarely leave shelves empty; they fill gaps with competing brands. Each week the Order remains in effect shortens the time that would otherwise be available for an orderly transition.

18. The Order has caused, and will continue to cause, Constellation to incur costs and risks of substantial magnitude. Constellation must devote additional personnel time and resources to managing the relationship with CDC that the Order requires it to continue, such as sending personnel into the market to monitor CDC's execution and sourcing outside vendors to print signage that would have previously been produced by CDC. Constellation also faces the risk that its brands will suffer serious harms in the marketplace during the injunction period. In my view, a $75,000 bond would not begin to compensate Constellation for those costs and risks if the injunction is later determined to have been wrongfully entered.

[*Remainder of this page intentionally left blank*]

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

Executed on the 6th day of November, 2026, at Chicago, Illinois.

Robert VanWitzenburg
Robert VanWitzenburg (Nov 6, 2026 10:32:54 CST)

Robert Van Witzenburg

ATTACHMENT A

All | CO Brands | Domestic Brewers | Craft Brewers | Import Brewers | Malternatives | Energy Drinks

Alaskan Brewing Co. Alaska United States	Amstel , North Holland Netherlands	Angry Orchard Cider New York United States	Arnold Palmer Spiked Tennessee United States	Asahi Tokyo Japan
Athletic Brewing Connecticut United States	Ballast Point Brewing Company California United States	BARMEN 1873 WHISKEY	Bell's Brewery Michigan United States	Bing Beverage Colorado United States
Black Rifle Coffee Utah, Tennessee United States	Blind Lemon Hard Lemonade Colorado United States	BlindER Lemon Harder Lemonade Colorado United States	Blue Moon Brewing Company Colorado United States	Blue Moon Non-Alc Colorado United States
Bohemia Nuevo León Mexico	Bootstrap Brewing	Broken Hops Brewing Company	Bucked Up Utah United States	Bum Energy Florida United States
Carta Blanca Chihuahua Mexico	Cayman Jack Illinois United States	Chilly Ones	Cigar City Brewing Florida, North Carolina United States	Colorado Native Colorado United States
Colt 45 Texas United States	Coors Colorado United States	Coors Non-Alc Colorado United States	Corona Extra Coahuila Mexico	Corona Familiar Coahuila Mexico
Corona Light Coahuila Mexico	Corona Non-Alcoholic Coahuila Mexico	Corona Premier Coahuila Mexico	CORONA SUNBREW Coahuila Mexico	Crazy Mountain Kentucky United States
Dillon's Ontario Canada	Dogfish Head Beer Delaware United States	Dogfish Head Spirit Delaware United States	Dos Equis Nuevo León Mexico	EARTHQUAKE Illinois United States
Excelsior Western Cape United States	Fever-Tree New York United States	FIVE TRAIL WHISKEY	Foster's Victoria Australia	Founders Brewing Michigan United States
Four Loko Wisconsin United States	Garage Beer Co. Ohio United States	George Killian's Illinois United States	Good Boy Vodka	Grolsch Overijssel Netherlands

Hacker Pschorr Bavaria Germany	Hamm's Wisconsin United States	Happy Thursday Wisconsin United States	Hard MTN Dew Massachusetts United States	Heineken North Holland Netherlands
Holidaily Colorado United States	Icehouse Wisconsin United States	Jack Daniel's Tennessee United States	Jack Daniels Country Cocktails Tennessee United States	Kentucky Coffee Kentucky United States
Keystone Colorado United States	Konig Ludwig Bavaria, North Rhine-Westphalia Germany	Lagunitas Brewing Company Illinois, California United States	Leinenkugel's Wisconsin United States	Leinie's Non-Alc Wisconsin United States
Liquid Death Energy	Liquid Death Iced Tea	Liquid Death Mountain Water	Liquid Death Soda-Flavored Sparkling Water	Lone Star Brewing Company Texas United States
Long Drink	Lytt	Magnolia Brewing	Mickey's Illinois United States	Mike's Hard Lemonade Illinois United States
Mike's Harder Illinois United States	Miller Genuine Draft Wisconsin United States	Miller High Life Wisconsin United States	Miller Lite Wisconsin United States	Modelo Aguas Frescas Fruit Coahuila Mexico
Modelo Chelada Coahuila Mexico	Modelo Especial Coahuila Mexico	Modelo Negra Coahuila Mexico	Modelo Oro Coahuila Mexico	Molson Quebec Canada
Monaco Kentucky United States	Monaco Cocktail Minnesota, Kentucky United States	Monster Tour Water California United States	Moretti Italy	Multi Br New York United States
Murphy's Ireland	MXD Drinks Illinois United States	New Belgium Brewing Colorado United States	New Holland Brewing Company Michigan United States	Newcastle England, Scotland United Kingdom
Not Your Father's Texas United States	Old Style Wisconsin United States	Olde English Illinois United States	Ole Cocktail Co. Illinois United States	Oskar Blues North Carolina, Colorado, Texas United States
Oskar Blues Brewery North Carolina, Colorado United States	Pabst Illinois United States	Pacifico Coahuila Mexico	Paulaner Bavaria Germany	Peroni Lazio Italy



PERONI 0.0
Lazio
Italy



Pilsner Urquell
Pilsen Region
Czech Republic



Prime Energy
Kentucky
United States



Prime Hydration
Kentucky
United States



Prost Brewing Company
Colorado
United States



Rainier
California
United States



RAW



Red Stripe
St. Andrew
Jamaica



Redd's
Georgia, Wisconsin
United States



Redd's Wicked
Wisconsin
United States



Revitalyte
Minnesota
United States



Roar Electrolyte Infusion



Samuel Adams
Massachusetts
United States



Sandlot
Colorado
United States



Sapporo
Tokyo, Japan
Wisconsin, United States



Schilling Hard Cider
Washington
United States



Sierra Nevada Brewing Co.
North Carolina, California
United States



Simply Spiked
Wisconnsin, Illinois
United States

Singha
Thailand



Sinless Spirits
Massachusetts
United States



Sol
Mexico



SOL CHELADA FAMILY
Mexico



Spked Ade



Steel Reserve
Illinois
United States



Strongbow Hard Ciders
England, Scotland
United Kingdom



Stunt Double
Colorado
United States



Sun Cruiser
Massachusetts
United States



Tecate
New York
United States

Thavage



The Beast
Colorado
United States



The Beast Perfect 10
Colorado
United States



The Ryl Company
New Jersey
United States



Tommyknocker Brewery
Colorado
United States

TOMMYKNOCKER BREWERY



Topo Chico Hard Seltzer
Texas
United States



Truly Hard Seltzer
Massachusetts
United States



Tsingtao
Shandong
China



Twisted Tea Brewing
Ohio
United States



Victoria Beer
Coahuila
Mexico



Vizzy Hard Seltzer
Texas
United States

Vodkade

Warsteiner
Westphalia
Germany

WEINHARD SODA
Colorado
United States

White Claw
Illinois
United States

Wild Basin Hard Seltzer
Colorado
United States

Yerba Madre
California
United States

ZOA
Florida
United States