Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, Massachusetts 02114
Telephone: (617) 727-3040
Fax: (617) 727-1510

Jean M. Lorizio, Esq.
Chairman

NO. 25E-1336

RUBY WINES, INC.
Petitioner,

v.

TREASURY WINE ESTATES and
BRONCO WINE COMPANY,
Respondents.
HEARD: 2/15/2018

MEMORANDUM AND ORDER ON
BRONCO'S MOTION FOR SUMMARY DECISION AND
PETITIONER'S OPPOSITION

Ruby Wines, Inc. ("Ruby") is a Massachusetts wholesaler aggrieved at the refusal of Treasury Wine Estates ("Treasury")[1] and Bronco Wine Company ("Bronco") to ship Stone Cellars and Cellar Number 8 wine brands ("Brand Items") to Ruby.

On August 16, 2016, pursuant to the mandate in M.G.L. c. 138, § 25E, the Alcoholic Beverages Control Commission (the "Commission" or "ABCC") issued an order to Treasury and Bronco to makes sales of the Brand Items to Ruby pending the Commission's determination of the petition on the merits.

On October 27, 2017, Bronco filed the instant Motion for Summary Decision (the "Motion") regarding the above-referenced Petition arguing that under § 25E and applicable case law, Bronco should not be required to sell the Brand Items to Ruby, specifically because Bronco is not an agent of Treasury and that there is no continuing affiliation between them; that there was no assignment of distributor arrangements or agreements; and that no facts support an attempted circumvention of § 25E. Bronco argues that there are no genuine issues of material fact and that its Motion should be allowed.

On November 28, 2017, Ruby filed an Opposition to the Motion (the "Opposition") asserting that a provision in the Asset Purchase Agreement ("APA") between Treasury and Bronco evidences an assignment of distribution rights, an assumption of obligations, and a continuing affiliation by

---

[1] According to an asset purchase agreement dated July 1, 2016 between Treasury and Bronco Wine Company, Treasury's full name is Treasury Wine Estates Americas Company, which is a Delaware company. (Ex. A to Daniel Leonard Aff.)

Treasury such that Treasury's § 25E obligations should be imputed to Bronco.[2] Ruby also asserts that if the Commission declines to impute the § 25E obligations to Bronco, then the Commission should find that there are genuine issues of disputed material fact and that the Motion should be denied. After a hearing and consideration of the exhibits and arguments provided by the parties, the Commission makes the following findings of fact and rulings of law.

There is one (1) audio recording of this hearing.

FINDINGS OF FACT

1. Ruby Wines, Inc. is a Massachusetts wholesaler licensed under M.G.L. c. 138, § 18. (Commission File)

2. Bronco Wine Company is in the business of producing and supplying wines, and it manages a number of vineyards and wineries in California. (Aff. of Daniel Leonard in Support of Bronco's Motion (hereinafter "Leonard Aff.") at ¶ 2)

3. Bronco holds Massachusetts Certificates of Compliance ("CoCs"). (Commission File)

4. On July 1, 2016, Bronco entered into an Asset Purchase Agreement with Treasury, another wine supplier, by which Bronco purchased from Treasury all right, title, and interest in several brands of wine, including the Brand Items as well as Treasury's inventory of the Brand Items, trade names, labels, trademarks, service marks, domain names, registration of brand names, social media sites, websites, and direct-to-consumer data. (Leonard Aff. at ¶ 3; Ex. A to Leonard Aff. at ¶ 1) The inventory "exclude[d] any products labeled under the Brands currently held by [Treasury] in Europe." (Ex. A to Leonard Aff. at ¶ 1)

5. Pursuant to the APA, Bronco assumed certain specified grape-growing contracts and obligations arising from Treasury's lease of a wine-tasting room. (Ex. A to Leonard Aff. at ¶ 1)

6. The APA resulted in Bronco becoming the exclusive producer and supplier of the Brand Items. (Leonard Aff. at ¶ 5)

7. Since Bronco acquired the Brand Items, Treasury had a one-time pre-existing sales commitment to Hawaiian Air of the Stone Cellars brands. (Leonard Aff. at ¶ 4)

8. Prior to the execution of the APA and for a period that exceeded six months, Treasury had sold the Brand Items to Ruby for distribution in Massachusetts. (Leonard Aff. at 6; Ex. B to Leonard Aff.) Treasury did not have a written distribution agreement with Ruby. (Ex. A to Affidavit of William F. Coyne, Jr. in Opposition to Bronco's Motion (hereinafter "Coyne Aff.")

9. Paragraph 6(b) of the APA provides that:

---

[2] While Ruby did not formally cross-move for summary decision, Ruby requests that the Commission decide the case in Ruby's favor if the Commission determines that there are no issues of material fact. Consequently, the Commission treats Ruby's Opposition as also seeking summary decision.

> [f]or a period of two (2) years from the Effective Date ("Transition Period"), Buyer [Bronco] shall continue to distribute all products under the Brands through the Seller Distributors in all markets. Buyer will not terminate or stop using any of the Seller Distributors for the Brands during the Transition Period.

(Ex. A to Leonard Aff. at ¶ 6(b))

10. Ruby is listed in Attachment F to the APA as one of said "Seller Distributors," specifically as the wholesaler in Massachusetts for Cellar No. 8 and Stone Cellars wines. (Ex. A to Leonard Aff. at Schedule F)

11. Paragraph 6(c) of the APA provides an indemnification such that:

> Buyer shall indemnify Seller against and hold it and its agents, successors and assigns harmless, from, against and in respect of all liabilities, obligations, claims, losses, damages and deficiencies including attorneys fees and cost related thereto ("Losses") in connection with a breach by Buyer of its obligations in Paragraph 6(b) above or any other action by the Buyer to stop using a Seller Distributor for one or more Brands. For the avoidance of doubt, the Losses covered by this indemnity shall include (without limitation) any penalties imposed by the Seller Distributor for one or more Brands. For the avoidance of doubt, the Losses covered by this indemnity shall include (without limitation) any penalties imposed by the Seller Distributors against Seller under the Seller's arrangements with the Seller Distributors (including to the extent the previous sale by the Seller of the Souverain brand in July 2015 contributed to the requirement to pay the penalty.

(Ex. A to Leonard Aff. at ¶ 6(b))

12. The APA also provided for Treasury's limited involvement with the Brand Items following the signing of the APA, for example:

    a. Paragraph 1(b) provides that Treasury will continue to own and operate a tasting room, including the sale of a particular wine inventory, until the lease to the tasting room is assigned to Bronco with necessary state licensing approval.

    b. Paragraph 5 provides that Treasury "will continue to produce and sell wine products branded with the Brands, and retain any existing inventory to fulfill the existing contractual obligations listed in Attachment C," which is a commitment to sell to Hawaiian Air the Stone Cellars products produced in September 2016, which would be depleted by March 30, 2017.

c. Paragraph 17 provides that that the parties would enter into a license agreement whereby Bronco would license to Treasury, "the right to use the Stone Cellars trademark with respect to sales in Asia, Africa, and the Middle East."

d. Parargaph 18 provides that Treasury will engage Bronco "to produce, bottle and pack wine inventory in the United States under the Stone Cellars brands for sale in Asia, Africa and the Middle East."

(Ex. A to Leonard Aff.)

13. On July 12, 2016, Treasury Vice President and General Counsel of the Americas Alicia Cronback wrote to Bronco Vice President and Treasurer Daniel Leonard stating, "I'm currently researching if any other relationships you've *assumed* as part of the transaction have specific notice requirements and will update you and Isaac by the end of the day today." (Coyne Aff. at Ex. C) (emphasis added)

14. That same day, July 12, 2016, Isaac Lowrie of Treasury emailed other Treasury employees about the possibility of Bronco transitioning from Ruby to Martignetti stating that that the move likely, "won't present any risk to us as it will be moving away from a minor, I suspect uncontracted, distributor to Martignetti—but want to make sure we're clear of any risk before saying ok." (Coyne Aff. at Ex. C)

15. Daniel Leonard testified at his deposition that with one exception, "Bronco took over sales to Treasury's wholesalers without either having an assignment of the distribution agreement or a new agreement with the wholesaler." (Coyne Aff. at Ex. A)

16. On July 21, 2016, less than one month after the execution of the APA, Bronco notified Ruby that it had acquired the Brand Items and that it would no longer supply them to Ruby. (Ex. B to Leonard Aff.)

17. Instead, Bronco intended for wholesaler Martignetti Companies, with whom it had been doing business for other brands, to serve as its wholesaler for the Brand Items. (Leonard Aff. at ¶ 7)

DISCUSSION

Summary decision is appropriate only where there are no genuine issues of material fact in dispute and where the moving party is entitled to judgment as a matter of law. Carey v. New England Organ Bank, 446 Mass. 270, 278 (2006); Branded-New England Co. v. Beringer Wine Estates Co., 25E-1145 (ABCC Decision May 24, 2000). Material facts are those that are substantive in nature and affect the result of the case. Carey, 446 Mass. at 278. Where the parties' rights and obligations are set forth in contracts, the interpretation of those contracts is a question of law, not an issue of fact. See Eigerman v. Putnam Investments, Inc., 450 Mass. 281, 287 (2007) ("interpretation of a contract is a question of law for the court. Whether a contract is ambiguous is also a question of law."); United Liquors, LLC v. Heaven Hill Distilleries, Inc., 25E-1284 (ABCC Decision January 6, 2015; heard April 16, 2014).

Section 25E provides in relevant part, that "[i]t shall be an unfair trade practice and therefor[e] unlawful for any manufacturer, winegrower, farmer-brewer, importer or wholesaler of any

alcoholic beverages, to refuse to sell, except for good cause shown, any item having a brand name to any licensed wholesaler to whom such manufacturer, winegrower, farmer-brewer, importer or wholesaler has made regular sales of such brand item during a period of six months preceding any refusal to sell." G. L. c. 138, § 25E. The purpose of § 25E is to "redress economic imbalances in the relationships between wholesalers and their suppliers." Pastene Wine & Spirits Co. v. Alcoholic Beverages Control Comm'n, 401 Mass. 612, 618-619 (1988); see also Seagram Distillers Co. v. Alcoholic Beverages Control Comm'n, 401 Mass. 713, 716-717 (1988) (characterizing § 25E as "a vehicle by which the [C]ommission may reconcile the competing equities between suppliers and wholesalers of liquor in the Commonwealth"). Specifically, the legislature adopted § 25E to "counteract a tendency toward vertical integration in the liquor distribution industry." Pastene, 401 Mass. at 618-619. Nevertheless, § 25E does not achieve this goal by imposing inequities upon suppliers. Id.

Obligations under § 25E are particular to individual suppliers. Brown-Forman Corp. v. Alcoholic Beverages Control Comm'n, 65 Mass. App. Ct. 498, 499 (2006). Thus, § 25E does not generally require suppliers to continue to sell to wholesalers with whom an "unaffiliated predecessor" did business. Id.; see also Heublein, Inc. v. Capital Distributing Co., 434 Mass. 698, 701-702 (2001) (holding supplier who acquired predecessor's assets in arm's-length transaction not subject to predecessor's § 25E obligations); Pastene, 401 Mass. at 619 (holding alcohol manufacturer's acquisition and liquidation of independent importer not basis for imputing importer's § 25E obligations to manufacturer). This limitation in the scope of § 25E accommodates alcohol suppliers' legitimate need to carefully select the wholesalers with whom they deal. Heublein, 434 Mass. at 704 (noting existence of "legitimate business reasons for a new supplier . . . to want to evaluate its prospective wholesalers for the six-month trial period provided by . . . § 25E"); Seagram, 401 Mass. at 717, citing Union Liquors Co. v. Alcoholic Beverages Control Comm'n, 11 Mass. App. Ct. 936, 938 (1981) ("Persons in a highly sensitive, closely scrutinized business (such as the liquor business) have need to know about and appraise the persons behind corporations with whom they are doing business").

In some circumstances, however, the law imputes a supplier's § 25E obligations to its successor - even though the successor itself has not sold to the wholesaler - to prevent evasion of the protections of § 25E. Gilman & Sons., Inc. v. Alcoholic Beverages Control Comm'n, 61 Mass. App. Ct. 916, 917 (2004), citing Heublein, 434 Mass. at 704. The courts and Commission have recognized imputation of a predecessor supplier to a successor predecessor in limited circumstances:

(1) "where the new supplier is an agent of the previous supplier," Brown-Forman Corp. v. Alcoholic Beverages Control Comm'n, No. 03-1684, 2004 WL 1385495, at *4 (Mass. Super. June 14, 2004); or where there is a continuing affiliation between the prior supplier and the new supplier, Heublein, 434 Mass. at 704;

(2) "where the previous supplier has assigned distribution rights to the new supplier," Brown-Forman Corp., 2004 WL 1385495, at *4; accord Heublein, Inc. v. Alcoholic Beverages Control Comm'n, 30 Mass. App. Ct. 611, 614-616 (1991); and

(3) where a transfer has occurred for "the specific purpose of circumventing § 25E," accord Heublein, 434 Mass. at 706; Pastene, 401 Mass. at 616.

There is no dispute that Bronco did not sell to Ruby the Brand Items in the period of six months preceding the refusal to sell date of July 21, 2016. Therefore, the question is whether the particular facts in this case give rise to the imputation of Treasury's § 25E obligations to Bronco.

Whether Treasury Assigned Its Distribution Rights To Bronco

Ruby argues that Treasury assigned its distribution rights to Bronco, and it points to the APA, which provides that Bronco shall, for two years following the execution of the APA, continue to sell the Brand Items to Ruby for distribution in Massachusetts. (Ex. A to Leonard Aff. at ¶ 6(b), Schedule F)

As stated above, § 25E obligations may be imputed where the previous supplier assigned its distribution rights to the new supplier. The seminal case on this issue is Heublein, Inc. v. Alcoholic Beverages Control Comms'n, 30 Mass. App. Ct. 611 (1991). In Heublein, Inc., several wholesalers, which for years had purchased certain liquor products from Austin-Nichols & Co., Inc., complained that Heublein, Inc., the successor importer, refused to sell the products to them. In May 1985, Heublein acquired from Austin-Nichols' parent corporation the sole distribution rights to the products, and a new joint venture owned by both Austin-Nichols and Heublein became the producer of the subject liquor. Three months later, Heublein notified the subject wholesalers that it would not sell the products to them. Heublein, Inc., 30 Mass. App. Ct. at 615. The Commission determined that in acquiring the predecessor supplier's distribution rights, Heublein also acquired the § 25E obligations, and the Commission therefore ordered Heublein to make sales in the regular course of business to the petitioning wholesalers. See id. at 612-613; Kelly-Dietrich, Inc. v. Austin-Nichols Co., Inc. (ABCC Decision April 15, 1986). On appeal, the Superior Court affirmed, and then the Appeals Court also affirmed. The Appeals Court looked to the fact that Heublein held itself out as having reached an agreement to act as the sole sales agent for the Austin-Nichols products and also that Heublein described the transaction as an "assignment" of the products to Heublein. See Heublein, Inc., 30 Mass. App. Ct. at 615-616.

In the present case, Ruby asserts that the APA speaks for itself on this issue, and the Commission agrees. The APA specifically provides that,

> [f]or a period of two (2) years from the Effective Date ("Transition Period"), Buyer [Bronco] shall continue to distribute all products under the Brands through the Seller Distributors in all markets. Buyer will not terminate or stop using any of the Seller Distributors for the Brands during the Transition Period.

(Ex. A to Leonard Aff. at ¶ 6(b)) Ruby was one of the identified "Seller Distributors," specifically as the wholesaler of the Brand Items in Massachusetts. See id. at Schedule F. Bronco makes three arguments refuting that there was an assignment of distribution rights: (1) there was never any control by Treasury as evidenced by the fact that Bronco informed Ruby following the execution of the APA that it would not sell to it; (2) that the subject provision in the APA was part of an indemnity agreement and only served that purpose; and (3) Ruby is not an intended beneficiary of the APA and therefore cannot assert that § 25E liabilities should be imputed under the APA. The Commission rejects each of these arguments, as follows.

With regard to the first argument, the issue of Bronco refusing to sell to Ruby does not influence the analysis of whether there has been an assignment of distribution rights. Cases brought under G.L. c. 138, § 25E necessarily involve instances where a supplier/distributor refuses to sell to a wholesaler. Consequently, the cases analyzing whether there was an assignment of distribution rights stem from such a refusal to sell. See Heublein, Inc., 30 Mass. App. Ct. at 615-616 (subsequent distributor refused to sell to predecessor importer's wholesalers and court upheld ABCC's determination that there had been an assignment of distribution rights obligating continued sales to the wholesalers); Cray-Burke Co., Inc. v. James B. Beam Distilling Co. (ABCC Decision Nov. 28, 1990) (where new distributor acquired the distribution rights to certain products under an asset purchase agreement and refused to sell to predecessor distributor's wholesaler, ABCC determined that there had been an assignment of distribution rights obligating the new distributor to continue to sell the products to that wholesaler). The fact that Bronco ultimately refused to sell the Brand Items to Ruby does not alter the Commission's decision that the APA provided for the assignment of distribution rights from Treasury to Bronco.

Likewise, the Commission is not persuaded by Bronco's assertion that the subject APA provision in ¶ 6(b) should only be interpreted as part of indemnification language. While ¶ 6(b) may provide indemnification protections for Treasury when read with the subsequent paragraph, ¶ 6(c), the parties to the APA could have had an indemnification provision without ¶ 6(b).

> The language in contracts is to be given its plain meaning in the [absence of] ambiguity or sufficient evidence demonstrating the parties' intentions to the contrary. See Freelander, 357 Mass. at 525-26. Massachusetts Mun. Wholesale Elec. Co. v. City of Springfield, 49 Mass. App. Ct. 108, 111 (2000) ('In interpreting a contract, the court must construe all words that are plain and free from ambiguity according to their usual and ordinary meaning.').

Templeton Bd. of Sewer Commissioners v. American Tissue Mills of Mass., Inc., 2005 WL 1156109 (Mass. Super. April 19, 2005), at * 6. There is no ambiguity in ¶ 6(b) and no evidence that the parties did not intend for Bronco to be obligated to sell the Brand Items to Ruby for two years following the execution of the APA. In fact, the evidence shows that the parties indeed intended for Bronco to assume Treasury's distribution obligations. For example, Treasury Vice President and General Counsel of the Americas Alicia Cronback wrote to Bronco Vice President and Treasurer Daniel Leonard on July 12, 2016 (about two weeks after the APA was signed) stating, "I'm currently researching if any other relationships you've *assumed* as part of the transaction have specific notice requirements and will update you and Isaac by the end of the day today." (Coyne Aff. at Ex. C) (emphasis added) Likewise, Daniel Leonard testified at his deposition that with one exception, "Bronco took over sales to Treasury's wholesalers without either having an assignment of the distribution agreement or a new agreement with the wholesaler." (Coyne Aff. at Ex. A)

Lastly, the Commission does not merit Bronco's argument that Ruby's arguments should not carry weight because Ruby is not an intended beneficiary of the APA. There is no question that Ruby has standing in this matter, and it is of no consequence that Ruby is not a party to the APA.

The APA evidences an assignment of distribution rights such that Bronco was obligated to sell the Brand Items to Ruby in the regular course of business for two years. The Commission need go no

further having found that there was an assignment of the distribution rights. Nonetheless, the Commission addresses Bronco's additional arguments refuting an agency relationship, continuing affiliation, and circumvention of § 25E.

Whether There Was An Agency Relationship Or Continuing Affiliation

A successor supplier takes on its predecessor's § 25E obligations where there is a "continuing affiliation or agency relationship" between the suppliers. Brown-Forman, 65 Mass. App Ct. at 500 (quoting Heublein, 434 Mass. at 706). "Although there is no settled definition of 'continuing affiliation' . . . the prevailing thinking . . . is that the standard is met when either predecessor and successor have an agency relationship or when successor acquires predecessor's rights by contractual assignment or through joint venture." Beam Spirits & Wine, LLC, 32 Mass. L. Rptr. 258 at *6 (Super. Ct. July 16, 2014). The Appeals Court has evaluated the existence of a continuing affiliation or agency relationship for the purposes of § 25E by reference to general principles of agency, focusing on the suppliers' relationship with respect to the successor's sales to wholesalers.[3] See Brown-Forman, 65 Mass. App. Ct. at 507 (stating "relevant inquiry" in imputation of § 25E obligations is whether successor supplier was predecessor's agent "for the discrete purpose of making regular sales . . . to downstream customers"). "Tellingly, the courts have adopted a vocabulary in applying Section 25E which suggests that mere contractual 'connections' or business 'dealings' will fall short of the kind of 'affiliation' required for imputation purposes." Beam Spirits & Wine, LLC, 32 Mass. L. Rptr. 258 at *6 n. 7.

As set forth above, ¶ 6(b) of the APA constitutes a contractual assignment to Bronco of Treasury's distribution rights. (Leonard Aff. at Ex. A) Treasury dictated to whom Bronco would sell the Brand Items, namely Ruby. Id. A Treasury executive described the wholesaler relationships as Bronco having "assumed [them] as part of the transaction." (Coyne Aff. at Ex. C) When Bronco decided not to sell the Brand Items to Ruby, it first notified Treasury, and a Treasury employee indicated by email that it would need to "ok" Bronco's decision. (Coyne Aff. at Ex. C) Where the "successor [Beam] acquire[d] predecessor's [Treasury's] rights by contractual assignment or through joint venture," a continuing affiliation was established. See Beam Spirits & Wine, LLC, 32 Mass. L. Rptr. 258 at *6 (Super. Ct. July 16, 2014).[4]

---

[3] "An agency relationship is created when there is mutual consent, express or implied, that the agent is to act on behalf of and for the benefit of the principal, and subject to the principal's control." Beam Spirts & Wine, LLC, 32 Mass. L. Rptr. *7, quoting Theos & Sons, Inc. v. Mack Trucks, Inc., 431 Mass. 736, 742 (2000).

[4] Ruby also points to other provisions of the APA, namely paragraphs 1(b), 5, 17, and 18, where Treasury had continued involvement with the Brand Items after the signing of the APA. Paragraph 1(b) provides that Treasury will continue to own and operate a tasting room including the sale of a particular wine inventory until the lease is assigned to Bronco with necessary state licensing approval. Paragraph 5 provides that Treasury "will continue to produce and sell wine products branded with the Brands, and retain any existing inventory to fulfill the existing contractual obligations listed in Attachment C," which is a commitment to sell to Hawaiian Air the Stone Cellars products produced in September 2016 and to be depleted by March 30, 2017. Paragraph 17 provides that that the parties will enter into a license agreement whereby Bronco will license to Treasury "the right to use the Stone Cellars trademark with respect to sales in Asia, Africa, and the Middle East." Parargaph 18 provides that Treasury will engage Bronco "to produce, bottle and

Whether the APA Was An Attempt To Circumvent § 25E

There is no evidence that Bronco and/or Treasury structured the APA so as to discontinue sales to Ruby and evade § 25E. In fact, it was Treasury's intention that Bronco would continue to sell to the wholesalers that Treasury had been using, and Bronco agreed to that. The Commission finds that there was no attempt to circumvent § 25E.

No Genuine Issue of Material Fact

There is no genuine issue of material fact. The facts at issue primarily are based on the contract entered into between Bronco and Treasury. The Commission's interpretation of the APA is a question of law, not an issue of fact. See Eigerman v. Putnam Investments, Inc., 450 Mass. 281, 287 (2007) ("interpretation of a contract is a question of law for the court"). The Commission finds no ambiguity in the contract, but even if it did, "whether a contract is ambiguous is also a question of law." See id. Likewise, the Commission finds no genuine issue of material fact with regard to the parties' supporting affidavits and documentation.

CONCLUSION

The Commission concludes that there was no six-month course of dealing in the Brand Items between Ruby Wines, Inc. and Bronco Wine Company but that Treasury assigned its distribution rights to Bronco, and the contractual assignment to Bronco of Treasury's distribution rights created a continuing affiliation.

For the reasons set forth above, BRONCO's Motion for Summary Decision is **DENIED** and RUBY's Cross-Motion for Summary Decision is **ALLOWED**.

ORDER

The Commission orders Bronco to sell the Brand Items to Ruby in the regular course of business.

---

pack wine inventory in the United States under the Stone Cellars brands for sale in Asia, Africa and the Middle East." (Leonard Aff. at Ex. A) The parties did not submit to the Commission any of the agreements specified in those paragraphs. However, Daniel Leonard of Bronco states in his affidavit that, "[n]o agency relationship or other continuing affiliation exists between Bronco and Treasury other than sporadic and unrelated bottling services Bronco occasionally provides to Treasury." See Leonard Aff. at ¶ 9. Without copies of the referenced agreements, the Commission is unable to analyze the length and scope of those agreements so as to make a determination as to whether the agreements constitute transitional agreements. "Courts have held that properly-drafted and implemented transitional agreements do not, without more, constitute the type of continuing affiliation or agency relationship which would subject a purchaser-distributor to § 25E obligations." United Liquors, LLC v. Haven Hill Distilleries, Inc. (ABCC Decision April 16, 2014).

ALCOHOLIC BEVERAGES CONTROL COMMISSION

I, Elizabeth A. Lashway, hereby certify that I reviewed and listened to the hearing record in its entirety and deliberated with Chairman Lorizio.

Elizabeth A. Lashway, Commissioner _____

Jean M. Lorizio, Chairman _____

Dated: August 2, 2018

You have the right to appeal this decision to the Superior Courts under the provisions of Chapter 30A of the Massachusetts General Laws within thirty (30) days of receipt of this decision.

This document is important and should be translated immediately.
Este documento es importante y debe ser traducido inmediatamente.
Este documento é importante e deve ser traduzido imediatamente.
Ce document est important et devrait être traduit immédiatement.
Questo documento è importante e dovrebbe essere tradotto immediatamente.
Το έγγραφο αυτό είναι σημαντικό και θα πρέπει να μεταφραστούν αμέσως.
这份文件是重要的，应立即进行翻译.

cc: William Coyne, Esq. via email
Mark Dickison, Esq. via email
File