

1 **ENROLLED**

2 **H. B. 4549**

3
4 (By Delegates Manchin, Moore, Eldridge and Skaff)

5 (By Request of the Alcohol Beverage Control
6 Commissioner)

7 [Passed March 8, 2014; in effect ninety days from passage.]

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9
10 AN ACT to amend and reenact §11-16-3 of the Code of West Virginia,
11 1931, as amended; to amend said code by adding thereto a new
12 section, designated §11-16-17a; and to amend and reenact §11-
13 16-20 and §11-16-21 of said code, all relating to the
14 regulation of nonintoxicating beer brewers and distributors,
15 agreements, networks, products, brands and extensions of a
16 line of brands; permitting the commissioner to investigate,
17 review and approve or deny franchise agreements, labels,
18 brands and line extensions; providing hearings; extending
19 certain dates; establishing nonintoxicating beer, resident
20 brewers, distributors, franchise distributor networks and line
21 extensions standards; defining terms; providing sanctions; and
22 authorizing rule making.

23 *Be it enacted by the Legislature of West Virginia:*

24 That §11-16-3 of the Code of West Virginia, 1931, as amended,

1 be amended and reenacted; that said code be amended by adding
2 thereto a new section, designated §11-16-17a; and that §11-16-20
3 and §11-16-21 of said code be amended and reenacted, all to read as
4 follows:

5 **ARTICLE 16. NONINTOXICATING BEER.**

6 **§11-16-3. Definitions.**

7 For the purpose of this article, except where the context
8 clearly requires differently:

9 (1) "Brand" means a nonintoxicating beer product manufactured,
10 brewed, mixed, concocted, blended, bottled or otherwise produced,
11 or imported or transhipped by a brewer or manufacturer, the labels
12 of which have been registered and approved by the commissioner that
13 is being offered for sale or sold in West Virginia by a distributor
14 who has been appointed in a valid franchise agreement or a valid
15 amendment thereto.

16 (2) "Brewer" or "manufacturer" means any person manufacturing,
17 otherwise producing or importing or transshipping nonintoxicating
18 beer or nonintoxicating craft beer for sale at wholesale to any
19 licensed distributor. Brewer or manufacturer may be used
20 interchangeably throughout this article. A brewer may obtain only
21 one brewer's license for its nonintoxicating beer or
22 nonintoxicating craft beer.

23 (3) "Brewpub" means a place of manufacture of nonintoxicating
24 beer owned by a resident brewer, subject to federal and state

1 regulations and guidelines, a portion of which premises are
2 designated for retail sales of nonintoxicating beer or
3 nonintoxicating craft beer by the resident brewer owning the
4 brewpub.

5 (4) "Class A retail license" means a retail license permitting
6 the retail sale of liquor at a freestanding liquor retail outlet
7 licensed pursuant to chapter sixty of this code.

8 (5) "Commissioner" means the West Virginia Alcohol Beverage
9 Control Commissioner.

10 (6) "Distributor" means and includes any person jobbing or
11 distributing nonintoxicating beer or nonintoxicating craft beer to
12 retailers at wholesale and whose warehouse and chief place of
13 business shall be within this state. For purposes of a distributor
14 only, the term "person" means and includes an individual, firm,
15 trust, partnership, limited partnership, limited liability company,
16 association or corporation. Any trust licensed as a distributor or
17 any trust that is an owner of a distributor licensee, and the
18 trustee or other persons in active control of the activities of the
19 trust relating to the distributor license, is liable for acts of
20 the trust or its beneficiaries relating to the distributor license
21 that are unlawful acts or violations of article eleven of this
22 chapter notwithstanding the liability of trustees in article ten,
23 chapter forty-four-d of this code.

24 (7) "Franchise agreement" means the written agreement between

1 a brewer and a distributor that is identical as to terms and
2 conditions between the brewer and all its distributors, which
3 agreement has been approved by the commissioner. The franchise
4 agreement binds the parties so that a distributor, appointed by a
5 brewer, may distribute all of the brewer's nonintoxicating beer
6 products, brands or family of brands imported and offered for sale
7 in West Virginia, including, but not limited to, existing brands,
8 line extensions and new brands all in the brewer's assigned
9 territory for the distributor. All brands and line extensions being
10 imported or offered for sale in West Virginia must be listed by the
11 brewer in the franchise agreement or a written amendment to the
12 franchise agreement. A franchise agreement may be amended by mutual
13 written agreement of the parties as approved by the commissioner
14 with identical terms and conditions for a brewer and all of its
15 distributors. Any approved amendment to the franchise agreement
16 becomes a part of the franchise agreement. A brewer and a
17 distributor may mutually agree in writing to cancel a franchise
18 agreement. A distributor terminated by a brewer as provided in
19 this article and the promulgated rules no longer has a valid
20 franchise agreement. If a brewer has reached an agreement to cancel
21 a distributor or has terminated a distributor, then a brewer may
22 appoint a successor distributor who accedes to all the rights of
23 the cancelled or terminated distributor.

24 (8) "Franchise distributor network" means the distributors who

1 have entered into a binding written franchise agreement, identical
2 as to terms and conditions, to distribute nonintoxicating beer
3 products, brands and line extensions in an assigned territory for
4 a brewer. A brewer may only have one franchise distributor network.
5 *Provided*, That a brewer that has acquired the manufacturing,
6 bottling or other production rights for the sale of nonintoxicating
7 beer at wholesale from a selling brewer as specified in subdivision
8 (2), subsection (a), section twenty-one of this article shall
9 continue to maintain and be bound by the selling brewer's separate
10 franchise distributor's network for any of its existing brands,
11 line extensions and new brands.

12 (9) "Freestanding liquor retail outlet" means a retail outlet
13 that sells only liquor, beer, nonintoxicating beer and other
14 alcohol-related products, as defined pursuant to section four,
15 article three-a, chapter sixty of this code.

16 (10) "Growler" means a glass ceramic or metal container or
17 jug, capable of being securely sealed, utilized by a brewpub for
18 purposes of off-premise sales of nonintoxicating beer or
19 nonintoxicating craft beer for personal consumption not on a
20 licensed premise and not for resale.

21 (11) "Line extension" means any nonintoxicating beer product
22 that is an extension of brand or family of brands that is labeled,
23 branded, advertised, marketed, promoted or offered for sale with
24 the intent or purpose of being manufactured, imported, associated,

1 contracted, affiliated or otherwise related to a brewer's existing
2 brand through the use of a brewer, its subsidiaries, parent
3 entities, contracted entities, affiliated entities or other related
4 entities'. In determining whether a nonintoxicating beer product is
5 a line extension, the commissioner may consider, but is not limited
6 to, the following factors: name or partial name; trade name or
7 partial trade name; logos; copyrights; trademarks or trade design;
8 product codes; advertising promotion or pricing.

9 (12) "Nonintoxicating beer" means all natural cereal malt
10 beverages or products of the brewing industry commonly referred to
11 as beer, lager beer, ale and all other mixtures and preparations
12 produced by the brewing industry, including malt coolers and
13 nonintoxicating craft beers with no caffeine infusion or any
14 additives masking or altering the alcohol effect containing at
15 least one half of one percent alcohol by volume, but not more than
16 nine and six-tenths of alcohol by weight, or twelve percent by
17 volume, whichever is greater. The word "liquor" as used in chapter
18 sixty of this code does not include or embrace nonintoxicating beer
19 nor any of the beverages, products, mixtures or preparations
20 included within this definition.

21 (13) "Nonintoxicating beer sampling event" means an event
22 approved by the commissioner for a Class A retail Licensee to hold
23 a nonintoxicating beer sampling authorized pursuant to section
24 eleven-a of this article.

1 (14) "Nonintoxicating beer sampling day" means any days and
2 hours of the week where Class A retail licensees may sell
3 nonintoxicating beer pursuant to subdivision (1), subsection (a),
4 section eighteen of this article, and is approved, in writing, by
5 the commissioner to conduct a nonintoxicating beer sampling event.

6 (15) "Nonintoxicating craft beer" means any beverage obtained
7 by the natural fermentation of barley, malt, hops or any other
8 similar product or substitute and containing not less than one half
9 of one percent by volume and not more than twelve percent alcohol
10 by volume or nine and six-tenths percent alcohol by weight with no
11 caffeine infusion or any additives masking or altering the alcohol
12 effect.

13 (16) "Original container" means the container used by the
14 brewer at the place of manufacturing, bottling or otherwise
15 producing nonintoxicating beer for sale at wholesale.

16 (17) "Person" means and includes an individual, firm,
17 partnership, limited partnership, limited liability company,
18 association or corporation.

19 (18) "Resident brewer" means any brewer or manufacturer of
20 nonintoxicating beer or nonintoxicating craft beer whose principal
21 place of business and manufacture is located in the State of West
22 Virginia and which does not brew or manufacture more than twenty-
23 five thousand barrels of nonintoxicating beer or nonintoxicating
24 craft beer annually, and does not self-distribute more than ten

1 thousand barrels thereof in the State of West Virginia annually.

2 (19) "Retailer" means any person selling, serving, or
3 otherwise dispensing nonintoxicating beer and all products
4 regulated by this article, including, but not limited to, malt
5 coolers at his or her established and licensed place of business.

6 (20) "Tax Commissioner" means the Tax Commissioner of the
7 State of West Virginia or the commissioner's designee.

8 **§11-16-17a. Commissioner to investigate, review and approve or**
9 **deny franchise agreements, labels, brands and line**
10 **extensions.**

11 (a) The commissioner shall investigate and review:

12 (1) All franchise agreements and any amendments to a franchise
13 agreement to verify compliance with this article and the
14 promulgated rules.

15 (2) The registration of all container labels for brands
16 manufactured, imported or sold in West Virginia.

17 (3) The registration of all brands and line extensions with
18 the commissioner that are the subject of a franchise agreement or
19 an amendment to a franchise agreement.

20 (4) The appointment of all brands or line extensions to a
21 distributor in a brewer's established franchise distributor network
22 and to that distributor's assigned territory from the brewer.

23 (5) The appointment of all brands or line extensions acquired
24 by a brewer as either an acquiring brewer, successor brewer and

1 also any successor entities of a brewer, as specified in
2 subdivision (3), subsection (a), section twenty-one of this
3 article, to the distributor in the selling brewer's established
4 franchise distributor network and to that distributor's assigned
5 territory.

6 (b) The commissioner's investigation and review under
7 subsection (a) of this section may include, but is not limited to:
8 the brewer, its subsidiaries, parent entities, contracted entities,
9 affiliated entities, associated entities or any other related
10 entities, the brewer's corporate structure, the nature of the
11 relatedness of various entities, ownership, trade names or partial
12 trade names, logos, copyrights, trademarks or trade design, product
13 codes, marketing and advertising, promotion or pricing.

14 (c) The commissioner may approve or deny any item listed in
15 subsection (a) of this section as determined by the commissioner in
16 accordance with this article, the promulgated rules as the facts
17 and circumstances dictate.

18 (d) Any brewer adversely affected by a denial as specified in
19 subdivision (3) or (4), subsection (a) of this section, may
20 request, in writing, a final written determination from the
21 commissioner.

22 (e) Upon receipt of final determination as provided in
23 subsection (d), a brewer may request an administrative hearing by
24 filing a written petition and as otherwise required per section

1 twenty-four of this article and the rules promulgated by the
2 commissioner. Upon filing a written petition, the brewer shall file
3 a \$1,000 hearing deposit, via certified check or money order, to
4 cover the costs of the hearing. Such certified check or money order
5 shall be made payable to the commissioner. In any such hearing held
6 by the request of a brewer, the burden of proof is on the brewer
7 and the standard of review for the administrative hearing is by a
8 preponderance of the evidence.

9 **§11-16-20. Unlawful acts of brewers or manufacturers; criminal**
10 **penalties.**

11 (a) It is unlawful:

12 (1) For any brewer or manufacturer, or any other person, firm
13 or corporation engaging in the business of selling nonintoxicating
14 beer, ale or other malt beverage or cooler to a distributor or
15 wholesaler, to discriminate in price, allowance, rebate, refund,
16 commission, discount or service between distributors or wholesalers
17 licensed in West Virginia. "Discriminate," as used in this
18 section, shall mean granting of more favorable prices, allowances,
19 rebates, refunds, commissions, discounts or services to one West
20 Virginia distributor or wholesaler than to another.

21 (2) For any brewer or manufacturer, or any other person, firm
22 or corporation engaged in the business of selling nonintoxicating
23 beer, ale or other malt beverage or malt cooler to a distributor or
24 wholesaler, to sell or deliver nonintoxicating beer, ale or other

1 malt beverage or malt cooler to any licensed distributor or
2 wholesaler unless and until such brewer, manufacturer, person, firm
3 or corporation, as the case may be, shall have filed the brewery or
4 dock price of such beer, ale or other malt beverage or malt cooler,
5 by brands and container sizes, with the commissioner. The pricing
6 submitted to the commissioner shall also be submitted
7 contemporaneously to the licensed distributor or wholesaler. No
8 price schedule shall be put into effect until ninety days after
9 receipt of same by the commissioner and shall be submitted on or
10 before the following quarterly dates of January 1, April 1, July 1
11 and October 1 of the calendar year to be effective: *Provided*, That
12 any price shall remain in effect not less than ninety days.

13 (3) For any brewer or manufacturer, resident brewer or any
14 other person, firm or corporation engaged in the business of
15 selling nonintoxicating beer, ale or other malt beverage or malt
16 cooler to a distributor or wholesaler to sell, offer for sale or
17 transport to West Virginia any nonintoxicating beer, ale or other
18 malt beverage or malt cooler unless it has first registered its
19 labels and assigned to the appropriate distributor per an equitable
20 franchise agreement, all as approved by the commissioner.

21 (4) For any brewer or manufacturer, or any other person, firm
22 or corporation engaged in the business of selling nonintoxicating
23 beer, ale or other malt beverage or malt cooler to provide,
24 furnish, transport or sell its nonintoxicating beer products,

1 brands and line extensions to any person or distributor other than
2 the appointed distributor per the franchise agreement and
3 established in the franchise distributor network in the territory
4 assigned to that appointed distributor.

5 (5) For any brewer or manufacturer, or any other person, firm
6 or corporation engaged in the business of selling nonintoxicating
7 beer, ale or other malt beverage or malt cooler to provide,
8 furnish, transport or sell its nonintoxicating beer products,
9 brands and line extensions that have been denied by the
10 commissioner.

11 (6) For any resident brewer that chooses to utilize a
12 franchise agreement and a franchise distributor network, either in
13 addition to or in conjunction with its limited quantity of
14 nonintoxicating beer for self-distribution, to violate this section
15 and the resident brewer is subject to the sanctions in subsections
16 (b) and (c) of this section.

17 (b) The violation of any provision of this section by any
18 brewer or manufacturer shall constitute grounds for the forfeiture
19 of the bond furnished by such brewer or manufacturer in accordance
20 with the provisions of section twelve of this article.

21 (c) The violation of this section by any brewer or
22 manufacturer is grounds for sanctions as determined by the
23 commissioner in accordance with sections twenty-three and twenty-
24 four of this article and the rules promulgated by the commissioner.

1 (d) Any resident brewer that chooses to utilize a franchise
2 agreement and a franchise distributor network, either in addition
3 to or in conjunction with its limited quantity of nonintoxicating
4 beer for self-distribution, shall be treated as a brewer under this
5 article and the applicable promulgated rules.

6 **§11-16-21. Requirements as to franchise agreements between**
7 **brewers and distributors; transfer of franchise by**
8 **distributor; franchise distributor network; notice**
9 **thereof to brewer; arbitration of disputes as to**
10 **such transfer; violations and penalties; limitation**
11 **of section.**

12 (a) On and after July 1, 1971, it shall be unlawful for any
13 brewer to transfer or deliver to a distributor any nonintoxicating
14 beer, ale or other malt beverage or malt cooler without first
15 having entered into an equitable franchise agreement with such
16 distributor, which franchise agreement and any amendments to that
17 agreement shall be in writing, shall be identical as to terms and
18 conditions with all other franchise agreements and any amendments
19 between such brewer and its other distributors in this state in its
20 approved franchise distributor network, all as approved by the
21 commissioner and which shall contain a provision in substance or
22 effect as follows:

23 (1) The brewer recognizes that the distributor is free to

1 manage his or her business in the manner the distributor deems best
2 and that this prerogative vests in the distributor, subject to the
3 provisions of this article, the exclusive right: (A) To establish
4 his or her selling prices; (B) to have the distribution rights to
5 the brands and line extensions of nonintoxicating beer products
6 that are bound by franchise agreements specifying a distributor's
7 assigned territory and that are assigned to a franchise distributor
8 network, and, further, that the distributor may determine which
9 brands and line extensions of nonintoxicating beer products he or
10 she wishes to handle; and (C) to determine the efforts and
11 resources which the distributor will exert to develop and promote
12 the sale of the brewer's nonintoxicating beer products handled by
13 the distributor. However, since the brewer's nonintoxicating beer
14 products, brands and line extensions shall only be handled by the
15 distributor with a franchise agreement for a certain territory in
16 West Virginia as a part of the brewer's overall franchise
17 distributor network in West Virginia and will not be sold by other
18 distributors in the territory, the brewer is dependent upon the
19 appointed distributor alone for the sale of such products in the
20 assigned territory. Consequently, the brewer expects that the
21 distributor will price competitively the nonintoxicating beer
22 products handled by the distributor, devote reasonable effort and
23 resources to the sale of such products and maintain a satisfactory
24 sales level.

1 (2) The franchise agreement binds the parties so that a
2 distributor, appointed by a brewer, may distribute all of the
3 brewer's nonintoxicating beer products, brands or family of brands
4 imported and offered for sale in West Virginia, including, but not
5 limited to: existing brands, line extensions and new brands in the
6 brewer's assigned territory for the distributor. All brands and
7 line extensions being imported or offered for sale in West Virginia
8 must be listed by the brewer in the franchise agreement or a
9 written amendment to the franchise agreement. A franchise agreement
10 may be amended by mutual written agreement of the parties as
11 approved by the commissioner with identical terms and conditions
12 for a brewer and all of its distributors. Any approved amendment to
13 the franchise agreement becomes a part of the franchise agreement.

14 (3) Whenever the manufacturing, bottling or other production
15 rights for the sale of nonintoxicating beer at wholesale of any
16 brewer is acquired by another brewer, the franchised distributor
17 and franchise distributor network of the selling brewer shall be
18 entitled to continue distributing the selling brewer's
19 nonintoxicating beer products as authorized in the franchised
20 distributor's existing franchise agreement and the acquiring brewer
21 shall market all the selling brewer's nonintoxicating beer products
22 through said franchised distributor and franchise distributor
23 network as though the acquiring brewer had made the franchise
24 agreement and the acquiring brewer may terminate said franchise

1 agreement only in accordance with subdivision (2), subsection (b)
2 of this section: *Provided*, That the acquiring brewer may
3 distribute any of its other nonintoxicating beer products through
4 its duly authorized franchises and franchise distributor network in
5 accordance with all other provisions of this section. Further, this
6 subdivision shall apply to the brewer, successor brewers and also
7 any successor entities of a brewer who shall be bound by the
8 existing franchise agreement and the franchise distributor network,
9 unless all the parties mutually agree, in writing, to change or
10 cancel the existing franchise agreement and franchise distributor
11 network or unless the brewer terminates a distributor as provided
12 in this article and the promulgated rules.

13 (b) It shall also be unlawful:

14 (1) For any brewer, resident brewer or distributor, or any
15 officer, agent or representative of any brewer, resident brewer or
16 distributor, to coerce or persuade or attempt to coerce or persuade
17 any person licensed to sell, distribute or job nonintoxicating
18 beer, ale or other malt beverage or malt cooler at wholesale or
19 retail, to enter into any contracts or agreements, whether written
20 or oral, or to take any other action which will violate or tend to
21 violate any provision of this article or any of the rules,
22 regulations, standards, requirements or orders of the commissioner
23 promulgated as provided in this section;

24 (2) For any brewer, resident brewer or distributor, or any

1 officer, agent or representative of any brewer, resident brewer or
2 distributor, to cancel, terminate or rescind without due regard for
3 the equities of such brewer, resident brewer or distributor and
4 without just cause, any franchise agreement, whether oral or
5 written, and in the case of an oral franchise agreement, whether
6 the same was entered into on or before June 11, 1971, and in the
7 case of a franchise agreement in writing, whether the same was
8 entered into on, before or subsequent to July 1, 1971. The
9 cancellation, termination or rescission of any such franchise
10 agreement shall not become effective for at least ninety days after
11 written notice of such cancellation, termination or rescission has
12 been served on the affected party and the Commissioner by certified
13 mail, return receipt requested: *Provided*, That said ninety-day
14 period and said notice of cancellation, termination or rescission
15 shall not apply if such cancellation, termination or rescission is
16 agreed to in writing by both the brewer and the distributor
17 involved.

18 (c) In the event a distributor desires to sell or transfer his
19 or her franchise and assigned territory in the brewer or resident
20 brewer's franchise distributor network, such distributor shall give
21 to the brewer, or resident brewer at least sixty days' notice in
22 writing of such impending sale or transfer and the identity of the
23 person, firm or corporation to whom such sale or transfer is to be
24 made and such other information as the brewer or resident brewer

1 may reasonably request. Such notice shall be made upon forms and
2 contain such additional information as the Commissioner by rule or
3 regulation shall prescribe. A copy of such notice shall be
4 forwarded to the commissioner. The brewer or resident brewer shall
5 be given sixty days to approve or disapprove of such sale or
6 transfer. If the brewer or resident brewer neither approves nor
7 disapproves thereof within sixty days of the date of receipt of
8 such notice, the sale or transfer of such franchise shall be deemed
9 to be approved by such brewer or resident brewer. In the event the
10 brewer or resident brewer shall disapprove of the sale or transfer
11 to the prospective franchisee, transferee or purchaser, such brewer
12 or resident brewer shall give notice to the distributor of that
13 fact in writing, setting forth the reason or reasons for such
14 disapproval. The approval shall not be unreasonably withheld by
15 the brewer or resident brewer. The fact that the prospective
16 franchisee, transferee or purchaser has not had prior experience in
17 the nonintoxicating beer business or beer business shall not be
18 deemed sufficient reason in and of itself for a valid disapproval
19 of the proposed sale or transfer, but may be considered in
20 conjunction with other adverse factors in supporting the position
21 of the brewer or resident brewer. Nor may the brewer or resident
22 brewer impose requirements upon the prospective franchisee,
23 transferee or purchaser which are more stringent or restrictive
24 than those currently demanded of or imposed upon the brewer or

1 resident brewers or other distributors in the State of West
2 Virginia. A copy of such notice of disapproval shall likewise be
3 forwarded to the commissioner and to the prospective franchisee,
4 transferee or purchaser. In the event the issue be not resolved
5 within twenty days from the date of such disapproval, either the
6 brewer, resident brewer, distributor or prospective franchisee,
7 transferee or purchaser shall notify the other parties of his or
8 her demand for arbitration and shall likewise notify the
9 commissioner thereof. A dispute or disagreement shall thereupon be
10 submitted to arbitration in the county in which the distributor's
11 principal place of business is located by a board of three
12 arbitrators, which request for arbitration shall name one
13 arbitrator. The party receiving such notice shall within ten days
14 thereafter by notice to the party demanding arbitration name the
15 second arbitrator or, failing to do so, the second arbitrator shall
16 be appointed by the chief judge of the circuit court of the county
17 in which the distributor's principal place of business is located
18 on request of the party requesting arbitration in the first
19 instance. The two arbitrators so appointed shall name the third
20 or, failing to do so within ten days after appointment of the
21 second arbitrator, the third arbitrator may be appointed by said
22 chief judge upon request of either party. The arbitrators so
23 appointed shall promptly hear and determine and the questions
24 submitted pursuant to the procedures established by the American

1 Arbitration Association and shall render their decision with all
2 reasonable speed and dispatch but in no event later than twenty
3 days after the conclusion of evidence. Said decision shall include
4 findings of fact and conclusions of law and shall be based upon the
5 justice and equity of the matter. Each party shall be given notice
6 of such decision. If the decision of the arbitrators be in favor
7 of or in approval of the proposed sale or transfer, the brewer or
8 resident brewer shall forthwith agree to the same and shall
9 immediately transfer the franchise to the proposed franchisee,
10 transferee or purchaser unless notice of intent to appeal such
11 decision is given the arbitrators and all other parties within ten
12 days of notification of such decision. If any such party deems
13 himself or herself aggrieved thereby, such party shall have a right
14 to bring an appropriate action in circuit court. Any and all
15 notices given pursuant to this subsection shall be given to all
16 parties by certified or registered mail, return receipt requested.

17 (d) The violation of any provision of this section by any
18 brewer or resident brewer shall constitute grounds for the
19 forfeiture of the bond furnished by such brewer or resident brewer
20 in accordance with the provisions of section twelve of this article
21 and shall also constitute grounds for sanctions in accordance with
22 sections twenty-three and twenty-four of this article. Moreover,
23 any circuit court of the county in which a distributor's principal
24 place of business is located shall have the jurisdiction and power

1 to enjoin the cancellation, termination or rescission of any
2 franchise agreement between a brewer or resident brewer and such
3 distributor and, in granting an injunction to a distributor, the
4 court shall provide that the brewer or resident brewer so enjoined
5 shall not supply the customers or territory of the distributor
6 while the injunction is in effect.

7