



January 29, 2010

## SENATE BILL No. 244

DIGEST OF SB 244 (Updated January 27, 2010 6:54 pm - DI 110)

**Citations Affected:** IC 7.1-3.

**Synopsis:** Alcoholic beverage wholesalers. Allows a beer and wine wholesaler to wholesale liquor, if: (1) the liquor primary source of supply has been the wholesaler's primary source of supply for wine for at least two years; and (2) the brand of liquor that the beer wholesaler intends to wholesale has not been distributed in the state for more than two years immediately preceding the first sale of the liquor to the holder of the beer wholesaler's permit. Provides that if a primary source of supply terminates or reduces a liquor or wine wholesaler's distribution rights of a brand, the wholesaler that receives the distribution rights (successor wholesaler) must compensate the terminated wholesaler for the fair market value of the lost distribution rights, less any amount paid to the original wholesaler by the primary source of supply for the distribution rights to the discontinued brand. Provides that unless otherwise agreed to by the parties, if the successor wholesaler does not compensate the terminated wholesaler within a specified period of time, either party may submit the matter to arbitration.

**Effective:** Upon passage.

**Merritt, Alting, Waterman, Landske**

January 11, 2010, read first time and referred to Committee on Commerce, Public Policy & Interstate Cooperation.  
January 28, 2010, amended, reported favorably — Do Pass.

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SB 244—LS 6645/DI 87+



January 29, 2010

Second Regular Session 116th General Assembly (2010)

PRINTING CODE. Amendments: Whenever an existing statute (or a section of the Indiana Constitution) is being amended, the text of the existing provision will appear in this style type, additions will appear in **this style type**, and deletions will appear in ~~this style type~~.

Additions: Whenever a new statutory provision is being enacted (or a new constitutional provision adopted), the text of the new provision will appear in **this style type**. Also, the word **NEW** will appear in that style type in the introductory clause of each SECTION that adds a new provision to the Indiana Code or the Indiana Constitution.

Conflict reconciliation: Text in a statute in *this style type* or ~~this style type~~ reconciles conflicts between statutes enacted by the 2009 Regular and Special Sessions of the General Assembly.

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## SENATE BILL No. 244

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A BILL FOR AN ACT to amend the Indiana Code concerning alcohol and tobacco.

*Be it enacted by the General Assembly of the State of Indiana:*

1 SECTION 1. IC 7.1-3-3-5, AS AMENDED BY P.L.94-2008,  
2 SECTION 28, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE  
3 UPON PASSAGE]: Sec. 5. (a) The holder of a beer wholesaler's permit  
4 may purchase and import from the primary source of supply, possess,  
5 and sell at wholesale, beer and flavored malt beverages manufactured  
6 within or without this state.  
7 (b) A beer wholesaler permittee may possess, transport, sell, and  
8 deliver beer to:  
9 (1) another beer wholesaler authorized by the brewer to sell the  
10 brand purchased;  
11 (2) an employee; or  
12 (3) a holder of a beer retailer's permit, beer dealer's permit,  
13 temporary beer permit, dining car permit, boat permit, airplane  
14 permit, or supplemental caterer's permit;  
15 located within this state. The sale, transportation, and delivery of beer

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1 shall be made only from inventory that has been located on the  
2 wholesaler's premises before the time of invoicing and delivery.

3 (c) The beer wholesaler's bona fide regular employees may purchase  
4 beer from the wholesaler in:

5 (1) bottles, cans, or any other type of permissible containers in a  
6 amount not to exceed forty-eight (48) pints; or

7 (2) one (1) keg;  
8 at any one (1) time.

9 (d) The importation, transportation, possession, sale, and delivery  
10 of beer shall be subject to the rules of the commission and subject to  
11 the same restrictions provided in this title for a person holding a  
12 brewer's permit.

13 (e) The holder of a beer wholesaler's permit may purchase, import,  
14 possess, transport, sell, and deliver any commodity listed in  
15 IC 7.1-3-10-5, unless prohibited by this title. However, a beer  
16 wholesaler may deliver flavored malt beverages only to the holder of  
17 one (1) of the following permits:

18 (1) A beer wholesaler or wine wholesaler permit, if the wholesaler  
19 is authorized by the primary source of supply to sell the brand of  
20 flavored malt beverage purchased.

21 (2) A wine retailer's permit, wine dealer's permit, temporary wine  
22 permit, dining car wine permit, boat permit, airplane permit, or  
23 supplemental caterer's permit.

24 (f) A beer wholesaler may:

25 (1) store beer for an out-of-state brewer described in IC 7.1-3-2-9  
26 and deliver the stored beer to another beer wholesaler that the  
27 out-of-state brewer authorizes to sell the beer;

28 (2) perform all necessary accounting and auditing functions  
29 associated with the services described in subdivision (1); and

30 (3) receive a fee from an out-of-state brewer for the services  
31 described in subdivisions (1) through (2).

32 **(g) As used in this subsection, "brand" means any word, name,**  
33 **group of letters, symbols, or combination, including the name of a**  
34 **primary source of supply, if the name of the primary source of**  
35 **supply is also a significant part of the product name, adopted and**  
36 **used by a primary source of supply to identify a specific liquor**  
37 **product and to distinguish that liquor product from other liquor**  
38 **products. All package, size, flavor, and other variations bearing the**  
39 **unique brand name are part of the brand. Notwithstanding any**  
40 **other provision of this title to the contrary, the holder of a beer**  
41 **wholesaler's permit may purchase and import liquor from a**  
42 **primary source of supply and possess liquor and sell liquor at**

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wholesale, if:

- (1) the primary source of supply or any subsidiary or affiliate of the primary source of supply for liquor has been a primary source of supply for wine to the holder of the beer wholesaler's permit for at least two (2) years before selling liquor to the holder of the beer wholesaler's permit; and
- (2) the brand or brands of liquor that the holder of the beer wholesaler's permit intends to wholesale have not been distributed in the state for more than two (2) years immediately preceding the first sale of the liquor to the holder of the beer wholesaler's permit.

SECTION 2. IC 7.1-3-25.5 IS ADDED TO THE INDIANA CODE AS A NEW CHAPTER TO READ AS FOLLOWS [EFFECTIVE UPON PASSAGE]:

**Chapter 25.5. Compensation for Transfer of Liquor and Wine Wholesaler Distribution Rights**

**Sec. 1.** This chapter applies to an action taken by a primary source of supply under section 12 of this chapter on or after April 1, 2010, even if notice of the action occurs before April 1, 2010.

**Sec. 2.** As used in this chapter, "brand" means any word, name, group of letters, symbols, or combination, including the name of a primary source of supply, if the name of the primary source of supply is also a significant part of the product name, adopted and used by a primary source of supply to identify:

- (1) a specific liquor product and to distinguish that liquor product from other liquor products; or
- (2) a specific wine product and to distinguish that wine product from other wine products.

All package, size, flavor, and other variations bearing the unique brand name are part of the brand.

**Sec. 3.** As used in this chapter, "discontinued brand" means, with respect to a terminated wholesaler, any brand for which a primary source of supply has taken any of the actions described in section 12 of this chapter.

**Sec. 4.** As used in this chapter, "distribution rights" means the rights of a wholesaler to:

- (1) purchase products bearing a brand from a primary source of supply; and
- (2) sell the products at wholesale in Indiana under an agreement with a primary source of supply that is written, oral, or by course of dealing.

**Sec. 5.** As used in this chapter, "liquor wholesaler" means the

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holder of a liquor wholesaler's permit.

Sec. 6. As used in this chapter, "primary source of supply" includes any successor primary source of supply.

Sec. 7. As used in this chapter, "successor primary source of supply" means a primary source of supply that obtains, in any manner from any person, including a person who is not a primary source of supply, the rights to a brand that a wholesaler has distributed in Indiana under an agreement that is written, oral, or by course of dealing with another primary source of supply who previously had the rights to serve as the primary source of supply for the brand.

Sec. 8. As used in this chapter, "successor wholesaler" means any wholesaler that:

- (1) enters into an agreement that is written, oral, or by course of dealing to obtain a supply of a brand from a primary source of supply after the primary source of supply has taken any of the actions described in section 12 of this chapter; or
- (2) has assumed or acquired in any manner all or part of the distribution rights for a discontinued brand lost by a terminated wholesaler.

Sec. 9. As used in this chapter, "terminated wholesaler" means a wholesaler whose distribution rights are reduced or terminated as set forth in section 12 of this chapter.

Sec. 10. As used in this chapter, "wholesaler" means a liquor wholesaler or a wine wholesaler.

Sec. 11. As used in this chapter, "wine wholesaler" means the holder of a wine wholesaler's permit.

Sec. 12. A primary source of supply that:

- (1) terminates, cancels, or fails to renew a wholesaler's distribution rights for a brand in whole or in part;
- (2) reduces the territory of a wholesaler's distribution rights for a brand;
- (3) grants to another wholesaler all or part of the distribution rights for a brand in all or part of the wholesaler's territory; or
- (4) otherwise fails to reappoint a wholesaler as a wholesaler for a brand with all of the distribution rights of that wholesaler for the brand;

is subject to this chapter.

Sec. 13. (a) Subject to sections 15 and 18 of this chapter, a successor wholesaler shall compensate a terminated wholesaler for the fair market value of the terminated wholesaler's distribution

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1 rights to any discontinued brand, as determined under section 14  
2 of this chapter, assumed by the successor wholesaler for the same  
3 territory, less any amount paid to the terminated wholesaler by the  
4 primary source of supply for the distribution rights to the  
5 discontinued brand assumed by the successor wholesaler.

6 (b) If the terminated wholesaler's distribution rights to any  
7 discontinued brand are divided among two (2) or more successor  
8 wholesalers, each successor wholesaler shall compensate the  
9 terminated wholesaler for the fair market value of the distribution  
10 rights to any discontinued brand assumed by that successor  
11 wholesaler, as determined under section 14 of this chapter, for the  
12 applicable part of the same territory, less any amount paid to the  
13 terminated wholesaler by the primary source of supply for  
14 distribution rights to the discontinued brand assumed by the  
15 successor wholesaler.

16 Sec. 14. The fair market value of the terminated wholesaler's  
17 lost distribution rights to any discontinued brand is equal to the  
18 fair market value of the terminated wholesaler's lost distribution  
19 rights that would have been ascribed to the terminated  
20 wholesaler's lost distribution rights for the brand in an arm's  
21 length transaction entered into without duress or threat of  
22 termination of the terminated wholesaler's distribution rights.

23 Sec. 15. A terminated wholesaler and a successor wholesaler  
24 shall negotiate in good faith. If a terminated wholesaler and a  
25 successor wholesaler agree to a fair market value of the terminated  
26 wholesaler's distribution rights to any discontinued brand of liquor  
27 or wine assumed by the successor wholesaler for the same  
28 territory, the successor wholesaler shall pay the agreed upon sum  
29 to the terminated wholesaler not later than thirty (30) days after  
30 the date on which the parties reach an agreement.

31 Sec. 16. (a) This section applies if the parties cannot agree on the  
32 compensation due the terminated wholesaler not later than thirty  
33 (30) days after the terminated wholesaler receives notice of the loss  
34 of the distribution rights for the discontinued brand.

35 (b) Unless otherwise agreed to by the terminated wholesaler and  
36 successor wholesaler, upon written demand of either party, the  
37 parties shall submit their dispute for binding arbitration under the  
38 Commercial Arbitration Rules then in effect of the American  
39 Arbitration Association or its successor in interest, to the extent  
40 that the rules are not inconsistent with the provisions of this  
41 chapter.

42 (c) Unless otherwise agreed to by the terminated wholesaler and

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1 the successor wholesaler, the demand for arbitration for either  
2 party shall be sent to the other party not later than sixty (60) days  
3 after the terminated wholesaler receives notice of the loss of the  
4 distribution rights for a discontinued brand.

5 Sec. 17. (a) The arbitration shall be conducted in a city in  
6 Indiana that:

- 7 (1) has a population of more than fifty thousand (50,000); and
- 8 (2) is the closest to the location of the principal office or the  
9 primary warehouse of the terminated wholesaler in Indiana.

10 (b) Unless otherwise agreed to by the terminated wholesaler and  
11 successor wholesaler, the arbitration shall be conducted before one  
12 (1) impartial arbitrator selected by the American Arbitration  
13 Association.

14 (c) The arbitration shall be conducted on an expedited basis to  
15 the extent an expedited proceeding is available.

16 Sec. 18. If the arbitrator awards compensation to the terminated  
17 wholesaler, the successor wholesaler shall pay the awarded  
18 compensation to the terminated wholesaler not later than thirty  
19 (30) days after the date of the arbitrator's decision.

20 Sec. 19. Except as provided in section 21 of this chapter, the  
21 terminated wholesaler and successor wholesaler shall each pay:

- 22 (1) its own fees and expenses incurred in connection with the  
23 arbitration; and
- 24 (2) an equal share of the direct costs of the arbitration.

25 Sec. 20. The terminated wholesaler and the successor wholesaler  
26 are considered to have consented to the determination of the  
27 arbitrator. The decision of the arbitrator is final and binding on  
28 the parties, and judgment may be entered in accordance with  
29 applicable law in any court having jurisdiction.

30 Sec. 21. If the terminated wholesaler does not receive full  
31 payment of the compensation under section 13 or 18 of this chapter  
32 not later than thirty (30) days after the date of the settlement  
33 agreement or arbitration award, the terminated wholesaler is  
34 entitled to recover from the successor wholesaler all fees, costs, and  
35 expenses, including reasonable attorney's fees paid or incurred in  
36 connection with:

- 37 (1) the arbitration proceeding, including fees and costs of the  
38 arbitrator; and
- 39 (2) any legal action brought to receive the payment of the  
40 compensation under section 13 or 18 of this chapter.

41 Sec. 22. This chapter shall not be construed to limit or prohibit  
42 good faith settlements voluntarily entered into by a terminated

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1 wholesaler and a successor wholesaler.  
2 SECTION 3. An emergency is declared for this act.

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## COMMITTEE REPORT

Madam President: The Senate Committee on Commerce, Public Policy and Interstate Cooperation, to which was referred Senate Bill No. 244, has had the same under consideration and begs leave to report the same back to the Senate with the recommendation that said bill be AMENDED as follows:

Page 1, delete lines 1 through 15, begin a new paragraph and insert:

"SECTION 1. IC 7.1-3-3-5, AS AMENDED BY P.L.94-2008, SECTION 28, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE UPON PASSAGE]: Sec. 5. (a) The holder of a beer wholesaler's permit may purchase and import from the primary source of supply, possess, and sell at wholesale, beer and flavored malt beverages manufactured within or without this state.

(b) A beer wholesaler permittee may possess, transport, sell, and deliver beer to:

- (1) another beer wholesaler authorized by the brewer to sell the brand purchased;
- (2) an employee; or
- (3) a holder of a beer retailer's permit, beer dealer's permit, temporary beer permit, dining car permit, boat permit, airplane permit, or supplemental caterer's permit;

located within this state. The sale, transportation, and delivery of beer shall be made only from inventory that has been located on the wholesaler's premises before the time of invoicing and delivery.

(c) The beer wholesaler's bona fide regular employees may purchase beer from the wholesaler in:

- (1) bottles, cans, or any other type of permissible containers in an amount not to exceed forty-eight (48) pints; or
- (2) one (1) keg;

at any one (1) time.

(d) The importation, transportation, possession, sale, and delivery of beer shall be subject to the rules of the commission and subject to the same restrictions provided in this title for a person holding a brewer's permit.

(e) The holder of a beer wholesaler's permit may purchase, import, possess, transport, sell, and deliver any commodity listed in IC 7.1-3-10-5, unless prohibited by this title. However, a beer wholesaler may deliver flavored malt beverages only to the holder of one (1) of the following permits:

- (1) A beer wholesaler or wine wholesaler permit, if the wholesaler is authorized by the primary source of supply to sell the brand of flavored malt beverage purchased.

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(2) A wine retailer's permit, wine dealer's permit, temporary wine permit, dining car wine permit, boat permit, airplane permit, or supplemental caterer's permit.

(f) A beer wholesaler may:

(1) store beer for an out-of-state brewer described in IC 7.1-3-2-9 and deliver the stored beer to another beer wholesaler that the out-of-state brewer authorizes to sell the beer;

(2) perform all necessary accounting and auditing functions associated with the services described in subdivision (1); and

(3) receive a fee from an out-of-state brewer for the services described in subdivisions (1) through (2).

**(g) As used in this subsection, "brand" means any word, name, group of letters, symbols, or combination, including the name of a primary source of supply, if the name of the primary source of supply is also a significant part of the product name, adopted and used by a primary source of supply to identify a specific liquor product and to distinguish that liquor product from other liquor products. All package, size, flavor, and other variations bearing the unique brand name are part of the brand. Notwithstanding any other provision of this title to the contrary, the holder of a beer wholesaler's permit may purchase and import liquor from a primary source of supply and possess liquor and sell liquor at wholesale, if:**

**(1) the primary source of supply or any subsidiary or affiliate of the primary source of supply for liquor has been a primary source of supply for wine to the holder of the beer wholesaler's permit for at least two (2) years before selling liquor to the holder of the beer wholesaler's permit; and**

**(2) the brand or brands of liquor that the holder of the beer wholesaler's permit intends to wholesale have not been distributed in the state for more than two (2) years immediately preceding the first sale of the liquor to the holder of the beer wholesaler's permit."**

Delete pages 2 through 3.

Page 4, delete line 1.

Page 4, line 5, delete "Transfers of Liquor and Wine Brands Between" and insert "**Compensation for Transfer of Liquor and Wine Wholesaler Distribution Rights**".

Page 4, delete lines 6 through 42, begin a new paragraph and insert:

**"Sec. 1. This chapter applies to an action taken by a primary source of supply under section 12 of this chapter on or after April 1, 2010, even if notice of the action occurs before April 1, 2010.**

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**Sec. 2. As used in this chapter, "brand" means any word, name, group of letters, symbols, or combination, including the name of a primary source of supply, if the name of the primary source of supply is also a significant part of the product name, adopted and used by a primary source of supply to identify:**

- (1) a specific liquor product and to distinguish that liquor product from other liquor products; or**
- (2) a specific wine product and to distinguish that wine product from other wine products.**

**All package, size, flavor, and other variations bearing the unique brand name are part of the brand.**

**Sec. 3. As used in this chapter, "discontinued brand" means, with respect to a terminated wholesaler, any brand for which a primary source of supply has taken any of the actions described in section 12 of this chapter.**

**Sec. 4. As used in this chapter, "distribution rights" means the rights of a wholesaler to:**

- (1) purchase products bearing a brand from a primary source of supply; and**
- (2) sell the products at wholesale in Indiana under an agreement with a primary source of supply that is written, oral, or by course of dealing.**

**Sec. 5. As used in this chapter, "liquor wholesaler" means the holder of a liquor wholesaler's permit.**

**Sec. 6. As used in this chapter, "primary source of supply" includes any successor primary source of supply.**

**Sec. 7. As used in this chapter, "successor primary source of supply" means a primary source of supply that obtains, in any manner from any person, including a person who is not a primary source of supply, the rights to a brand that a wholesaler has distributed in Indiana under an agreement that is written, oral, or by course of dealing with another primary source of supply who previously had the rights to serve as the primary source of supply for the brand.**

**Sec. 8. As used in this chapter, "successor wholesaler" means any wholesaler that:**

- (1) enters into an agreement that is written, oral, or by course of dealing to obtain a supply of a brand from a primary source of supply after the primary source of supply has taken any of the actions described in section 12 of this chapter; or**
- (2) has assumed or acquired in any manner all or part of the distribution rights for a discontinued brand lost by a**

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terminated wholesaler.

Sec. 9. As used in this chapter, "terminated wholesaler" means a wholesaler whose distribution rights are reduced or terminated as set forth in section 12 of this chapter.

Sec. 10. As used in this chapter, "wholesaler" means a liquor wholesaler or a wine wholesaler.

Sec. 11. As used in this chapter, "wine wholesaler" means the holder of a wine wholesaler's permit.

Sec. 12. A primary source of supply that:

- (1) terminates, cancels, or fails to renew a wholesaler's distribution rights for a brand in whole or in part;
- (2) reduces the territory of a wholesaler's distribution rights for a brand;
- (3) grants to another wholesaler all or part of the distribution rights for a brand in all or part of the wholesaler's territory;
- or
- (4) otherwise fails to reappoint a wholesaler as a wholesaler for a brand with all of the distribution rights of that wholesaler for the brand;

is subject to this chapter.

Sec. 13. (a) Subject to sections 15 and 18 of this chapter, a successor wholesaler shall compensate a terminated wholesaler for the fair market value of the terminated wholesaler's distribution rights to any discontinued brand, as determined under section 14 of this chapter, assumed by the successor wholesaler for the same territory, less any amount paid to the terminated wholesaler by the primary source of supply for the distribution rights to the discontinued brand assumed by the successor wholesaler.

(b) If the terminated wholesaler's distribution rights to any discontinued brand are divided among two (2) or more successor wholesalers, each successor wholesaler shall compensate the terminated wholesaler for the fair market value of the distribution rights to any discontinued brand assumed by that successor wholesaler, as determined under section 14 of this chapter, for the applicable part of the same territory, less any amount paid to the terminated wholesaler by the primary source of supply for distribution rights to the discontinued brand assumed by the successor wholesaler.

Sec. 14. The fair market value of the terminated wholesaler's lost distribution rights to any discontinued brand is equal to the fair market value of the terminated wholesaler's lost distribution rights that would have been ascribed to the terminated

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wholesaler's lost distribution rights for the brand in an arm's length transaction entered into without duress or threat of termination of the terminated wholesaler's distribution rights.

**Sec. 15.** A terminated wholesaler and a successor wholesaler shall negotiate in good faith. If a terminated wholesaler and a successor wholesaler agree to a fair market value of the terminated wholesaler's distribution rights to any discontinued brand of liquor or wine assumed by the successor wholesaler for the same territory, the successor wholesaler shall pay the agreed upon sum to the terminated wholesaler not later than thirty (30) days after the date on which the parties reach an agreement.

**Sec. 16. (a)** This section applies if the parties cannot agree on the compensation due the terminated wholesaler not later than thirty (30) days after the terminated wholesaler receives notice of the loss of the distribution rights for the discontinued brand.

**(b)** Unless otherwise agreed to by the terminated wholesaler and successor wholesaler, upon written demand of either party, the parties shall submit their dispute for binding arbitration under the Commercial Arbitration Rules then in effect of the American Arbitration Association or its successor in interest, to the extent that the rules are not inconsistent with the provisions of this chapter.

**(c)** Unless otherwise agreed to by the terminated wholesaler and the successor wholesaler, the demand for arbitration for either party shall be sent to the other party not later than sixty (60) days after the terminated wholesaler receives notice of the loss of the distribution rights for a discontinued brand.

**Sec. 17. (a)** The arbitration shall be conducted in a city in Indiana that:

- (1)** has a population of more than fifty thousand (50,000); and
- (2)** is the closest to the location of the principal office or the primary warehouse of the terminated wholesaler in Indiana.

**(b)** Unless otherwise agreed to by the terminated wholesaler and successor wholesaler, the arbitration shall be conducted before one **(1)** impartial arbitrator selected by the American Arbitration Association.

**(c)** The arbitration shall be conducted on an expedited basis to the extent an expedited proceeding is available.

**Sec. 18.** If the arbitrator awards compensation to the terminated wholesaler, the successor wholesaler shall pay the awarded compensation to the terminated wholesaler not later than thirty (30) days after the date of the arbitrator's decision.

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**Sec. 19. Except as provided in section 21 of this chapter, the terminated wholesaler and successor wholesaler shall each pay:**

- (1) its own fees and expenses incurred in connection with the arbitration; and**
- (2) an equal share of the direct costs of the arbitration.**

**Sec. 20. The terminated wholesaler and the successor wholesaler are considered to have consented to the determination of the arbitrator. The decision of the arbitrator is final and binding on the parties, and judgment may be entered in accordance with applicable law in any court having jurisdiction.**

**Sec. 21. If the terminated wholesaler does not receive full payment of the compensation under section 13 or 18 of this chapter not later than thirty (30) days after the date of the settlement agreement or arbitration award, the terminated wholesaler is entitled to recover from the successor wholesaler all fees, costs, and expenses, including reasonable attorney's fees paid or incurred in connection with:**

- (1) the arbitration proceeding, including fees and costs of the arbitrator; and**
- (2) any legal action brought to receive the payment of the compensation under section 13 or 18 of this chapter.**

**Sec. 22. This chapter shall not be construed to limit or prohibit good faith settlements voluntarily entered into by a terminated wholesaler and a successor wholesaler."**

Delete pages 5 through 8.

Page 9, delete lines 1 through 16.

Renumber all SECTIONS consecutively.

and when so amended that said bill do pass.

(Reference is to SB 244 as introduced.)

ALTING, Chairperson

Committee Vote: Yeas 8, Nays 3.

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