

Serak, Chris:

Please sign in here with your first and last name, business, business type, group purchasing group name, and email address

Gurinder Kaur:

We need to keep the coop going for small business owners. It's not fair for the small business owners

Serak, Chris:

Please enter your info in the chat to register your testimony. otherwise it will not be part of the record.

Gurinder Kaur:

Gurinder Kaur/gkaur718@gmail.com
574-300-1668

A1 Package Liquors, Downtown Liquors. I have 5 stores. I wouldn't be able to survive and be competitive if it wasn't for coop. I'm a woman trying to provide for my kids. If it wasn't for coop I cannot stay in business. I'm part of the Vishav and Indian Lakes coop. I'm providing jobs for people in the community where I have my stores. I'm working on giving my business to my son so that I can retire eventually. It's already hard to compete with large big box stores. Taking away the coop will shut so many businesses down. Indiana is a state that provides opportunities to small businesses.

Virender Kumar:

Virender Kumar
Highway Liquors Inc
Marine Group Co-op

Virender Kumar:

It is pretty important to stay in co-op so that we can survive our business as we are a pretty small store in a small town. Thanks I'm in favor of 32.1

frank ruggeri:

Frank Ruggeri, Party Liquors, Delock's Group located in NWI. In favor of 32.1

Big Barrel Liquors #2:

Manny Singh, From Big Barrel Liquors part of Marine Co-op in favor of rule 32.1

frank ruggeri:

No mic, thanks anyway

Speedway Liquor:

Gurvinder Singh of Speedway Liquor from Marine Group in favor of rule 32.1 just in favor thanks Shelton, Lorian left the chat.

Pure Wine & Spirits:

Pure Wine & Spirits
Marine Group
2 stores in Marion county
In favor of rule 32.1

Mandeep Singh:

Mandeep Singh of BBs liquors from marine group . I m in favor of Rule 32.1

Pure Wine & Spirits:

I agree with what all of our fellow independents and owners have stated. Do not have anything further to add and speak

Serak, Chris:

Can you please enter your name and coop in the chat if you wrote comments in chat ?

Big Barrel Liquors #2

sorry im trying to talk but my mic is working. "My name is Manny Singh, we own two liqor stores in Evansville, IN. We are part of Marine Co-op. We dedicate every thursday to drive up to Indianapolis, to purchase Liquor at affordable prices from co-op so we can compete in the Southern indiana market. once again we are in favor of rule 32.1

Antes, Christopher

From: victor Russo <tonyrusso1430@gmail.com>
Sent: Thursday, March 12, 2026 8:44 AM
To: ATC-Rules
Subject: 905 IAC 1-32.1

EXTERNAL EMAIL: This email was sent from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

I am a second generation store owner in Elkhart . We have been family owned since 11/9/1971.

My father & I have seen many changes over the past 54 years. We feel the Group Purchasing Agreements allow us to stay in business. With the costs of everything in todays world rising, if Indiana was to do away with my ability to purchase , we would have to cut our staff, lower our community involvement (sponsorships & donations personally.) I feel this would put us at an even more of a disadvantage with the big box stores & the huge retailers.

I do not feel this law should be changed .

I have been part of 3 co ops over the past 20 years. I am currently with the VISHAV co op.

If you wish you discuss further, please feel free to call. (574)370-0221) cell.

Tony Russo

Continental Liquor Store

1430 Baldwin St Elkhart In 46514

“ Serving Elkhart since 1971”

Antes, Christopher

From: SHAWRON RILEY <shawron.riley@gmail.com>
Sent: Thursday, March 12, 2026 2:21 PM
To: ATC-Rules
Subject: 905 IAC 1-32.1

EXTERNAL EMAIL: This email was sent from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

I have seen big box stores takeover multiple industries. I have watched my own family struggle with their businesses as these giants saturate the community and leave nothing for small business owners. Group ordering is crucial for small businesses especially mom & pop stores. How sad that the American Dream is not obtainable. How do you compete with companies like total wine or the dreaded Big Red? Not to mention the bigger corporations don't seem to care too much for their employees. Just sales.

Group purchasing is a necessity. Small businesses need a fair chance. It is so unfortunate that the american dream is seemingly impossible.

Respectfully,
Shawron Riley

Antes, Christopher

From: mbrase thelegisgroup.com <mbrase@thelegisgroup.com>
Sent: Tuesday, March 17, 2026 9:26 AM
To: ATC-Rules
Subject: 905 IAC 1-32.1 Group Purchasing Agreements
Attachments: Group Purchasing Agreements.pdf

EXTERNAL EMAIL: This email was sent from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Dear Melissa,

Attached you will find a letter from me outlining the position of my client, Southern Glazer's Wine & Spirits of Indiana, on Rule 32.1 – Group Purchasing Agreements.

Please don't hesitate to let me know if you have questions regarding the letter.

Best,

Matt

Matthew A Brase, Partner
LegisGroup Public Affairs, LLC
1 N. Capitol, Suite 460
Indianapolis, IN 46204
(317) 319-6632
mbrase@thelegisgroup.com

LegisGroup Public Affairs
1 N. Capitol Ave, Suite 460
Indianapolis, IN 46204

Matthew A. Brase, Partner
LegisGroup Public Affairs
mbrase@thelegisgroup.com

March 17, 2026

Melissa Beaucaire, General Counsel
Indiana Alcohol and Tobacco Commission
ATC-rules@atc.in.gov

Dear Ms. Beaucaire,

On behalf of Southern Glazer's Wine & Spirits of Indiana, I offer the following in response to the request for comment on Rule 32.1.

We believe group purchasing has been an overall positive rule for independent retailers, commonly owned retailers, and consumers in Indiana and should be continued. We support the rule as it stands today.

Further, we believe employee and public safety are critically important and should remain a shared priority for all parties. Should the Commission determine that reconsideration of the present rule is appropriate, we support continued dialogue among stakeholders to ensure efficient, practical, and safe ways of working as co-op purchasing operations are carried out under the current or future framework.

We appreciate your consideration and look forward to understanding the next steps in this process. Please contact me directly on Southern Glazer's behalf with the next steps.

Best,

Matt Brase

From: [Gvboesch](#)
To: [ATC-Rules](#)
Subject: Retaining Rule 32.1
Date: Tuesday, March 17, 2026 12:54:25 PM
Attachments: [Sunsetting Rule 32.1.pdf](#)

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I have attached a letter weighing in on rule 32.1.
Please include my letter in the record.

Sincerely,

Greg Boesch
Bedrock Liquors

BEDROCK

LIQUORS

Indiana ATC
302 W. Washington Street
RM E-114
Indianapolis, IN 46204

March 17, 2026

Dear Jessica Allen

I am submitting this letter to the Indiana Alcohol and Tobacco Commission to request that the agency renew Alcohol Beverage rule 32.1. Being able to be a member of a cooperative buying group is vital to the survival of my business.

Sunsetting rule 32.1 would be the biggest market disrupter to the Package Liquor Store industry in our State since prohibition. It would lead to the demise of the independent and locally owned Package Liquor Stores in Indiana.

By eliminating rule 32.1, the ATC would be choosing the large out of state retail chains over the small hoosier owned package stores. Sunsetting this rule would only increase the profit and market share of the large chain retailer while decimating the small family owned stores.

A large out-of-state store (Big Red Liquors) is claiming that coops are unsafe because we unload truck to truck in parking lots. There has been zero reported cases of theft at coop deliveries. Coop deliveries are safer than a normal delivery because there are 20 to 25 people involved with the coop delivery. "Safety in numbers".

They also claim that the cost of maintaining their warehouse gives the coops an unfair advantage. Coop members bear a considerable expense of their own. Costs include trucking, truck rental, gasoline, insurance, increased labor due to loading and unloading, and maintaining warehouse space. My cost of participating in a coop is at least \$50,000 annually.

Governor Braun looked me eye to eye and promised to protect Indiana's small Businesses. Sunsetting rule 32.1 would do the exact opposite.

Greg Boesch, President, Bedrock Liquors

Antes, Christopher

From: Tyler Starkey <tstarkey@1816llc.com>
Sent: Tuesday, March 17, 2026 10:57 PM
To: ATC-Rules
Subject: Comments on Proposed Readoption of 905 IAC 1-32.1 Group Purchasing Agreements

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Jessica Allen, Chair
Alcohol and Tobacco Commission
Indiana Government Center South Building
302 West Washington Street, Room E114
Indianapolis, IN 46204

Re: Comments on Proposed Readoption of 905 IAC 1-32.1 Group Purchasing Agreements

Dear Chair Allen:

Please accept these written comments on behalf of the members of the Indiana Beverage Alliance regarding the proposed readoption of 905 IAC 1-32.1 governing group purchasing agreements.

The Indiana Beverage Alliance respectfully requests that beer be excluded from Rule 32.1.

Beer should be excluded from Rule 32.1 because its inclusion creates conflict with the practical and contractual realities of beer distribution. The current readoption process presents the appropriate opportunity for the Commission to address that issue directly.

Beer distribution presents concerns that are materially different from wine and spirits. First, beer wholesalers have direct obligations relating to product freshness and quality control. Beer is a perishable product with dating and freshness considerations that require active oversight in the market. If product becomes out of code, stale, or otherwise compromised, the wholesaler bears the cost and responsibility for retrieval and replacement. That obligation is not practically manageable at the volume contemplated by group purchasing arrangements, particularly where beer purchased through a single arrangement may ultimately be warehoused, transferred, or distributed to multiple retail locations outside the wholesaler's possession and control. In those circumstances, the wholesaler loses the ability to adequately monitor product handling, stock rotation, storage conditions, and freshness while still remaining responsible for the product in the market.

Second, beer wholesalers operate under supplier agreements that strictly define territories and prohibit sales or shipments outside those territories, even indirectly. Rule 32.1 therefore creates the potential for conflict with those contractual obligations in a manner unique to beer distribution.

These concerns do not apply in the same manner to wine and spirits. Accordingly, the Indiana Beverage Alliance respectfully requests that the Commission exclude beer from the scope of 905 IAC 1-32.1.

Thank you for your consideration.

Sincerely,

Tyler Starkey, Executive Director
Indiana Beverage Alliance
(317) 694-1693
tstarkey@1816LLC.com

Antes, Christopher

From: Tony Kahlon <tonykahlon23@gmail.com>
Sent: Wednesday, March 18, 2026 12:31 PM
To: ATC-Rules
Subject: Support for Rule 32.1 – Attached Documents
Attachments: coop cost 2025 Kahlon Brothers dbc speedway liquors.pdf; Support letter for Rule 32.1.pdf

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Dear Commissioners of the Indiana Alcohol and Tobacco Commission,

I am writing in support of Rule 32.1. Please find attached my letter in support of Rule 32.1, along with the co-op cost information for 2025.

I favor Rule 32.1 and respectfully support its reenactment as currently written.

Thank you for your time and consideration.

Sincerely,
Talwinder Kahlon

--

Talwinder S Kahlon

Kahlon Brothers Inc dba Speedway Liquors
5 Rivers Pub LLC dba The K Lounge
City pantry No.1 Inc dba City Pantry
Owner
5041 E. 16th Street
Indianapolis, IN 46201
cell: 317-531-1004

March 11, 2026

Indiana Alcohol & Tobacco Commission
Attn: Commissioners
302 W Washington St, Room E114
Indianapolis, IN 46204

Subject: Opposition to Changes to Rule 32.1 – Support for Reenactment as Currently Written

Dear Members of the Indiana Alcohol & Tobacco Commission,

On behalf of **Kahlon Brothers Inc., doing business as Speedway Liquors, and 5 Rivers Pub LLC, doing business as The K Lounge**, I would like to respectfully express our opposition to any changes to **Rule 32.1** and strongly encourage the Commission to **reenact Rule 32.1 as it is currently written**.

First, I would like to thank the Commission for enacting Rule 32.1. The rule has provided clarity and practicality for retailers participating in cooperative purchasing arrangements. It has allowed co-ops to accept deliveries in the parking lot of a permitted premises, reflecting a long-standing industry practice that has proven both efficient and safe.

Co-ops have existed since at least **1996 in Indiana without any major incidents or violations of the law**. Even before the adoption of Rule 32.1, it was common practice for co-ops to accept deliveries in parking lots. The adoption of Rule 32.1 wisely recognized this reality and brought the practice within clear regulatory guidance.

Today, staging deliveries in parking lots is a **common industry practice** used by many wholesalers delivering to individual stores, including deliveries that are not associated with co-ops. In the case of co-ops, deliveries are typically made when **10 to 15 members are present**, which actually provides additional security. There is safety in numbers, and to our knowledge there have been **no hijackings or major theft incidents** associated with co-op deliveries. Available evidence suggests that most alcohol-related theft or crime occurs in other environments, not at cooperative parking-lot deliveries.

Co-ops were originally formed out of necessity so that **small, independent retailers could organize and compete in a highly competitive and regulated marketplace**. Since their formation, the alcohol retail marketplace has continued to consolidate and become even more competitive. As a result, **the need for co-ops has never been greater than it is today**.

Unfortunately, many smaller retailers have already exited the market. Those that remain have often built their businesses around the efficiencies made possible through cooperative purchasing. Participation in a co-op already involves significant costs for members. Additional regulatory burdens would introduce **new costs and operational inefficiencies** for hundreds of independently owned retailers across Indiana.

This concern is particularly relevant in light of the Governor's intent to **reduce unnecessary regulation**. It would be counterproductive to impose additional burdens when the existing rule has functioned effectively **for the past seven years without incident**.

Furthermore, many practical factors influence the structure and operation of co-ops, including deal levels, the size of the community where a store operates, the distance products must be transported, and the need for members to coordinate around shared objectives. Co-ops operate within these logistical realities every day. Simply put, **if it isn't broken, it should not be fixed**.

For small businesses like mine, the ability to participate in cooperative purchasing under Rule 32.1 is not merely convenient—it is essential. **Reenacting Rule 32.1 as currently written is vitally important for the survival of my Indiana small business and for many other independent, family-owned retailers throughout the state.**

Thank you for your time, your consideration, and for your continued work serving Indiana's regulated alcohol marketplace.

Respectfully,

Talwinder Kahlon (Tony)

Kahlon Brothers Inc. – DBA Speedway Liquors
5 Rivers Pub LLC – DBA The K Lounge
5041 E 16th Street
Indianapolis, Indiana 46201

CO-OP COST 2025		
Kahlon Brothers Inc – DBA Speedway Liquors		
5 Rivers Pub LLC – DBA The K Lounge		
	A	B
1	Expense Category	Amount (\$)
2	Property Taxes	\$1,088.00
3	Truck Insurance	\$2,600.00
4	Truck Expense	\$3,600.00
5	Truck License and Registration	\$500.00
6	Snow Removal	\$500.00
7	Trash Removal	\$350.00
8	Utilities	\$3,360.00
9	Security Alarm	\$288.00
10	Office Supplies	\$350.00
11	Payroll	\$14,136.00
12	Payroll Taxes	\$1,120.00
13	Lease Expense	\$12,000.00
14	TOTAL	\$39,892.00

Antes, Christopher

From: Lou Wildeman <lou@sobrospirits.com>
Sent: Wednesday, March 18, 2026 2:55 PM
To: ATC-Rules
Subject: Comments on Proposed Readoption of 905-IAC 32.1 Group Purchasing Agreements
Attachments: Lou Wildeman additional testimony.pdf

EXTERNAL EMAIL: This email was sent from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Thank you, members of the Commission for hearing the concerns of hundreds of Hoosier small businesses regarding possible changes to Rule 32.1.

I think the Commission was interested in some additional information on deal levels; and I am including additional large deals here. Everything is electronic now, so these are taken from their website. Some may be difficult to understand. I am available to explain any questions you may have regarding these deal levels.

Once again I ask the Commission to renew Rule 32.1 as currently written. I appreciate your time and consideration on this matter. It is extremely important to many Indiana small business people.

Lou Wildeman
SoBro Spirits
317.255.7038
317.441.8237 mobile



SOBRO

SPIRITS. WINE. CRAFT BEER.

Thank you, members of the Commission for hearing the concerns of hundreds of Hoosier small businesses regarding possible changes to Rule 32.1.

I think the Commission was interested in some additional information on deal levels and I am including additional large deals here. Everything is electronic now, so these are taken from their website. Some may be difficult to understand. I am available to explain any questions you may have regarding these deal levels.

Once again I ask the Commission to renew Rule 32.1 as currently written. I appreciate your time and consideration on this matter. It is extremely important to many Indiana small business people.

Sincerely,

Lou Wildeman

JOHNSON BROTHERS FOCUS GUIDE

(SUBJECT TO CHANGE)

JUNE NEW ITEMS:

1. **LUCKY ONE RTD (GALLO FT MISS PEACHES W/ DAVE PORTNOY OF BARSTOOL SPORTS):** 4.5%ABV
-4 PACKS: ORIGINAL, PEACH, BLUEBERRY, RASPBERRY (LINE PRICED W/ HIGH NOON VODKA)
-VARIETY 8 PACK: (LINE PRICED W/ HIGH NOON VODKA) *SEPARATE DEAL FROM HIGH NOON*
2. **HIGH NOON VODKA ICED TEA LAKE PACK (8PK):** ORIGINAL, HALF & HALF, GREEN TEA, & PEACH (LINE PRICED)
3. **HIGH NOON VODKA ICED TEA 700ML TALL BOY:** NOW IN STOCK
4. **HIGH NOON TEA PEACH, ORIGINAL, & HALF N HALF:** NOW IN STOCK
5. **SOONHARI LYCHEE & PLUM:** LINE PRICED WITH ALL SOONHARI AT \$70/CS
6. **MYERS NAVY STRENGTH RUM:** TBA
7. **GFV 200ML:** NEW (TRANSITIONING FROM 187ML) SAME PRICE AS THE 187ML AT \$26.50/CS (2 FOR \$3)

JUNE BUY INS & PRICING CALL OUTS

WINE:

1. **BAREFOOT 1.5L:** BUY IN! AT \$50.40 IN JUNE (NORMALLY \$52.20) BACK IN SEPT
2. **MARK WEST:** BUY IN! DEEP AT \$90 (NORMALLY \$96) BACK IN DEC
3. **APOTHIC:** BUY IN! DEEP AT \$87 (NORMALLY \$90)
4. **FRANCISCAN**

SPIRITS:

5. **BUZZBALLZ BIGGIES:** 1000CS AT \$33.75; 250CS AT \$37.50; 10CS AT \$41.55
6. **BIRD DOG 750ML:** BUY IN! 25CS DEEP AT \$79.95
7. **PAUL MASSON LARGE SIZES 100CS M/M:**
-VS & FLAVORS 750ML: \$69 (NORMALLY \$75) 1.75L \$76.50 (NORMALLY \$81)
-VSOP 750ML \$78 (NORMALLY \$86.30) 1.75L \$81 (NORMALLY \$86.35)
8. **FIREBALL SMALL SIZES PALLET DEALS**
-375ML (77CS): \$120 (NORMALLY \$129.44)
-200ML (72CS): \$129.60 (NORMALLY \$145.68)
-100ML (140CS): \$47 (NORMALLY \$61.50)
-50ML (108CS): \$72 (NORMALLY \$80)

JUNE FREE GOOD DEALS:

1. **FIREBALL ALL (ONLY THROUGH JUNE 13TH):** BUY 50CS M/M, GET 1CS 50ML NC (\$80 VALUE)
BUY 250CS M/M, GET 8CS 50ML NC (\$640 VALUE)
2. **PLATINUM (NO 50ML) (ONLY THROUGH JUNE 13TH):** BUY 25CS, GET 1CS 1.75NC (\$58.50 VALUE)
BUY 100CS, GET 6CS NC (\$351 VALUE)
3. **PAUL MASSON (NO 50ML)(ONLY THROUGH JUNE 13TH):** BUY 100CS, GET 3CS VS 200ML NC (\$129.60 VALUE); BUY 250CS, GET 10CS VS 200ML NC (\$432 VALUE); BUY 500CS, GET 25CS VS 200ML NC (1080 VALUE)
4. **CANADIAN MIST, EARLY TIMES, SOCO, SEAGRAMS VO M/M (NOT INCLUDING 50ML)(ONLY THROUGH JUNE 13TH):** BUY 75CS, GET 5CS MIST 1.75 NC (\$337.50 VALUE); BUY 250CS, GET 20CS MIST 1.75 NC (\$1350 VALUE); BUY 500CS, GET 50CS MIST 1.75 NC (\$3375 VALUE)
5. **WINDSOR:** BUY 1000CS, GET 150CS 1.75NC; BUY 500CS, GET 70CS 1.75NC; BUY 100CS, GET 13CS 1.75NC;
BUY 25CS, GET 3CS 1.75 NC

PRICE INCREASES 2025 (ALL ON SEPARATE WORKSHEET I EMAILED)

Product Information					Everyday Pricing					Pulse Pricing											
Brand	Label	Size	Pack	FL	1 Cs	25 Cs	100 Cs	50 Cs Size Specific		Pulse Month											
Absolut	Blue + Flavors	1.75 L	6	\$ 169.96	\$ 153.96	\$ 148.56	\$ 144.96	\$ 144.96													
Absolut	Blue + Flavors	750 ML	12	\$ 220.16	\$ 192.56	\$ 186.56	\$ 172.16	\$ 172.16													
Absolut	Blue + Flavors	750 ML	6	\$ 110.08	\$ 96.28	\$ 93.28	\$ 86.08	\$ 86.08													
Absolut	Blue + Flavors	375 ML	24	\$ 263.55	\$ 201.15	\$ 193.75	\$ 177.15														
Absolut	Blue + Flavors	200 ML	24	\$ 177.60	\$ 159.60	\$ 151.20	\$ 139.20														
Absolut	Blue + Flavors	50 ML	120	\$ 238.50	\$ 231.30	\$ 222.90	\$ 210.90														
Absolut	Blue + Flavors	1 L	12	\$ 339.00	\$ 294.00	\$ 294.00	\$ 282.00														

Product Information					Everyday Pricing				
Brand	Label	Size	Pack	FL	1 Cs				
Absolut	RTS	750 ML	12	\$ 168.25	\$ 126.00				

Product Information					Everyday Pricing				
Brand	Label	Size	Pack	FL	1 Cs	3 Cs	5 Cs	10 Cs	
Absolut Ocean S	RTD Cans	355 ML	24	\$ 54.56	\$ 45.00		\$ 42.00	\$ 39.50	
Absolut	RTD Cans	355 ML	24	\$ 54.56	\$ 46.16			\$ 39.50	
Malibu	RTD Cans	355 ML	24	\$ 54.56	\$ 46.16			\$ 39.50	
Jameson	RTD Cans	355 ML	24	\$ 63.00	\$ 63.00	\$ 54.60		\$ 39.50	

Product Information					Everyday Pricing					Pulse Pricing											
Brand	Label	Size	Pack	List	1 Cs	25 Cs	100 Cs	500 Cs	Nov. only	Pulse Month											
Jameson	Irish Whiskey	1.75 L	6	\$ 301.15	\$ 295.75	\$ 283.15	\$ 262.15	\$ 252.87	\$ 226.05												
Jameson	Irish Whiskey	750 ML	12	\$ 336.19	\$ 297.79	\$ 285.52	\$ 271.39	\$ 259.56	\$ 226.05												
Jameson	Irish Whiskey	375 ML	24	\$ 403.73	\$ 342.33	\$ 337.52	\$ 321.93	\$ 311.56	\$ 200.00												
Jameson	Irish Whiskey	200 ML	24	\$ 187.04	\$ 169.04	\$ 160.64	\$ 148.42	\$ 146.80	\$ 146.80												
Jameson	Irish Whiskey	50 ML	120	\$ 249.20	\$ 225.20	\$ 219.20	\$ 200.20	\$ 197.26	\$ 197.26												
Jameson	Cold Brew	750 ML	6	\$ 168.10	\$ 148.90	\$ 142.76	\$ 135.70	\$ 129.78	\$ 129.78												
Jameson	Orange	750 ML	6	\$ 168.10	\$ 148.90	\$ 142.76	\$ 135.70	\$ 129.78	\$ 129.78												
Jameson	Black Barrel	750 ML	12	\$ 404.11	\$ 399.31	\$ 390.91	\$ 374.11	\$ 364.95	\$ 364.95												
Jameson	Black Barrel	375 ML	12	\$ 223.40	\$ 214.40	\$ 207.22	\$ 198.82	\$ 198.82	\$ 198.82												

Product Information					Everyday Pricing				
Brand	Label	Size	Pack	List	1 Cs	25 Cs	100 Cs	500 Cs	
Jameson	Irish Whiskey	1.75 L	6	\$ 301.15	\$ 262.15	\$ 239.15	\$ 230.15	\$ 226.05	
Jameson	Irish Whiskey	750 ML	12	\$ 336.19	\$ 297.79	\$ 260.34	\$ 244.19	\$ 230.19	
Jameson	Irish Whiskey	375 ML	24	\$ 403.73	\$ 342.33	\$ 337.52	\$ 321.93	\$ 311.56	
Jameson	Irish Whiskey	200 ML	24	\$ 187.04	\$ 169.04	\$ 160.64	\$ 148.42	\$ 146.80	
Jameson	Irish Whiskey	50 ML	120	\$ 249.20	\$ 225.20	\$ 219.20	\$ 200.20	\$ 197.26	
Jameson	Cold Brew	750 ML	6	\$ 168.10	\$ 148.90	\$ 130.17	\$ 122.10	\$ 115.10	
Jameson	Orange	750 ML	6	\$ 168.10	\$ 148.90	\$ 130.17	\$ 122.10	\$ 115.10	
Jameson	Black Barrel	750 ML	12	\$ 404.11	\$ 399.31	\$ 390.91	\$ 374.11	\$ 364.95	
Jameson	Black Barrel	375 ML	12	\$ 223.40	\$ 214.40	\$ 207.22	\$ 198.82	\$ 198.82	
Jameson	Triple Triple	750 ML	12	\$ 369.51	\$ 351.01	\$ 342.01	\$ 305.91	\$ 269.91	

January 2025 forward

Triple Triple 90 day intro pricing
1cs \$269.91

From Southern Wine & Spirits

<u>BRAND</u>	<u>SIZE</u>	<u>250 CS PRICE</u>	<u>250 BTL PRICE</u>	<u>500 CS MAKERS PRICE</u>	<u>500 CS BTL</u>	<u>BTL SAVINGS</u>
Makers 46	750	\$125.94	\$20.99	\$112.44	\$18.74	\$2.25
Makers Mark Regular	1.75	\$224.94	\$37.49	\$200.00	\$33.33	\$4.16
Makers Mark Regular	750	\$224.88	\$18.74	\$200.00	\$16.67	\$2.07
Basil Hayden Dark Rye	750	\$261.00	\$43.50	\$261.00	\$43.50	\$0.00
Basil Hayden Bourbon	750	\$314.90	\$26.24	\$296.60	\$24.72	\$1.53
Knob Creek Bourbon	750	\$125.94	\$20.99	\$112.44	\$18.74	\$2.25
Knob Creek Maple	750	\$125.94	\$20.99	\$112.44	\$18.74	\$2.25
Knob Creek Rye	750	\$125.94	\$20.99	\$112.44	\$18.74	\$2.25

1800 Silver

150mls

Current Deal Pricing

Future Deal Pricing

Deal Code	Minimum Quantity	Discount per Case	Deal Price per Case	Deal Price per Unit	Deal Price per Ounce
Brand	1 Case	\$18.00	\$297.00	\$24.75	\$0.98
Brand	3 Case	\$36.00	\$279.00	\$23.25	\$0.92
Multi-Brand	5 Case	\$18.00	\$297.00	\$24.75	\$0.98
Family	5 Case	\$27.00	\$288.00	\$24.00	\$0.95
Family	5 Case	\$45.00	\$270.00	\$22.50	\$0.89
Brand	10 Case	\$45.00	\$270.00	\$22.50	\$0.89
Multi-Brand	20 Case	\$45.00	\$270.00	\$22.50	\$0.89
Brand	25 Case	\$45.00	\$270.00	\$22.50	\$0.89
Brand	50 Case	\$48.69	\$266.31	\$22.19	\$0.87
Brand	100 Case	\$49.59	\$265.41	\$22.12	\$0.87
Brand	250 Case	\$49.59	\$265.41	\$22.12	\$0.87
Brand	300 Case	\$58.59	\$256.41	\$21.37	\$0.84
Multi-Brand	400 Case	\$58.59	\$256.41	\$21.37	\$0.84
Brand	500 Case	\$58.59	\$256.41	\$21.37	\$0.84

Ends On
03/31/2026

Available
On
04/01/2026

Knob Creek

Current Deal Pricing

Future Deal Pricing

Deal Code	Minimum Quantity	Discount per Case	Deal Price per Case	Deal Price per Unit	Deal Price per Ounce
Brand	1 Case	\$31.75	\$193.50	\$32.25	\$1.27
Brand	3 Case	\$44.39	\$180.86	\$30.14	\$1.19
Family	5 Case	\$53.25	\$172.00	\$28.67	\$1.13
Brand	10 Case	\$63.25	\$162.00	\$27.00	\$1.06
Brand	150 Case	\$112.81	\$112.44	\$18.74	\$0.74
Multi-Brand	300 Case	\$63.25	\$162.00	\$27.00	Available On 04/01/2026
Multi-Brand	400 Case	\$63.25	\$162.00	\$27.00	Ends On 03/31/2026

*Pricing displayed is effective today - subject to change in your cart based on delivery date

MAKERS MARK

Current Deal Pricing

Future Deal Pricing

Deal Code ①	Minimum Quantity	Discount per Case	Deal Price per Case	Deal Price per Unit	Deal Price per Ounce
Brand	1 Case	\$31.27	\$296.25	\$24.69	\$0.97
Brand	3 Case	\$40.52	\$287.00	\$23.92	\$0.94
Family	5 Case	\$49.82	\$277.70	\$23.14	\$0.91
Brand	10 Case	\$49.82	\$277.70	\$23.14	\$0.91
Brand	25 Case	\$67.22	\$260.30	\$21.69	\$0.86
Brand	100 Case	\$75.52	\$252.00	\$21.00	\$0.83
Multi-Brand	300 Case	\$67.22	\$260.30	\$21.69	\$0.86
Multi-Brand	400 Case	\$67.22	\$260.30	\$21.69	\$0.86
Brand	500 Case	\$127.52	\$200.00	\$16.67	\$0.66

Ends On
03/31/2026



Basil Hayden >

Basil Hayden's Straight Bourbon 80

524892 • 750ML • 12 Per Case • Glass • Synthetic
Cork Closure

Cases

- 0 +

Units

- 0 +

Add to Cart

\$486.00 \$40.50

Current Deal Pricing Future Deal Pricing

Deal Code	Minimum Quantity	Discount per Case	Deal Price per Case	Deal Price per Unit	Deal Price per Ounce
Brand	1 Case	\$63.00	\$423.00	\$35.25	\$1.39
Brand	3 Case	\$81.00	\$405.00	\$33.75	\$1.33
Family	5 Case	\$96.00	\$390.00	\$32.50	\$1.28
Brand	10 Case	\$99.09	\$386.91	\$32.24	\$1.27
Brand	25 Case	\$126.00	\$360.00	\$30.00	\$1.18
Brand	150 Case	\$189.40	\$296.60	\$24.72	\$0.97
Multi-Brand	300 Case	\$99.09	\$386.91	\$32.24	\$1.27
Multi-Brand	400 Case	\$99.09	\$386.91	\$32.24	\$1.27

Ends On
03/31/2026

Available
On
04/01/2026

Ends On
03/31/2026

Antes, Christopher

From: Davinder Khaira <khairads@yahoo.com>
Sent: Wednesday, March 18, 2026 3:44 PM
To: ATC-Rules
Subject: Support rule 32.1 as a currently written

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March 11, 2026

Alcohol & Tobacco Commission
State of Indiana

Subject: Opposition to Changes to Rule 32.1 – Support for Reenactment as Currently Written

Dear Members of the Indiana Alcohol & Tobacco Commission,

On behalf of GDG Liquor Inc. doing business as Speedway Liquors I would like to respectfully express our opposition to any changes to Rule 32.1 and strongly encourage the Commission to reenact Rule 32.1 as it is currently written

First, I would like to thank the Commission for enacting Rule 32.1. The rule has provided clarity and practicality for retailers participating in cooperative purchasing arrangements. It has allowed co-ops to accept deliveries in the parking lot of a permitted premises, reflecting a long-standing industry practice that has proven both efficient and safe.

Co-ops have existed since at least **1996 in Indiana without any major incidents or violations of the law. Even before the adoption of Rule 32.1, it was common practice for co-ops to accept deliveries in parking lots. The adoption of Rule 32.1 wisely recognized this reality and brought the practice within clear regulatory guidance.**

Today, staging deliveries in parking lots is a **common industry practice** used by many wholesalers delivering to individual stores, including deliveries that are not associated with co-ops. In the case of co-ops, deliveries are typically made when **10 to 15 members are present**, which actually provides additional security. There is safety in numbers, and to our knowledge there have been **no hijackings or major theft incidents** associated with co-op deliveries. Available evidence suggests that most alcohol-related theft or crime occurs in other environments, not at cooperative parking-lot deliveries.

Co-ops were originally formed out of necessity so that **small, independent retailers could organize and compete in a highly competitive and regulated marketplace**. Since their formation, the alcohol retail marketplace has continued to consolidate and become even more competitive. As a result, **the need for co-ops has never been greater than it is today**.

Unfortunately, many smaller retailers have already exited the market. Those that remain have often built their businesses around the efficiencies made possible through cooperative purchasing. Participation in a co-op already involves significant costs for members. Additional regulatory burdens would introduce **new costs and operational inefficiencies** for hundreds of independently owned retailers across Indiana.

This concern is particularly relevant in light of the Governor's intent to **reduce unnecessary regulation**. It would be counterproductive to impose additional burdens when the existing rule has functioned effectively **for the past seven years without incident**.

Furthermore, many practical factors influence the structure and operation of co-ops, including deal levels, the size of the community where a store operates, the distance products must be transported, and the need for members to coordinate around shared objectives. Co-ops operate within these logistical realities every day. Simply put, ****if it isn't broken, it should not be fixed****.

For small businesses like mine, the ability to participate in cooperative purchasing under Rule 32.1 is not merely convenient—it is essential. ****Reenacting Rule 32.1 as currently written is vitally important for the survival of my Indiana small business and for many other independent, family-owned retailers throughout the state.****

Thank you for your time, your consideration, and for your continued work serving Indiana's regulated alcohol marketplace.

Respectfully

Davinder Khaira
GDG Liquor Inc.
DBA Speedway Liquor
8010 E 21st Street
Indianapolis IN 46219

Antes, Christopher

From: Davinder Khaira <khairads@yahoo.com>
Sent: Wednesday, March 18, 2026 3:48 PM
To: ATC-Rules; Davinder Khaira
Subject: CO-OP EXPENSES 2025 AND SUPPORT IN RULE32.2 AS IT IS.
Attachments: CO-OP-EXPENSE.txt

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I SUPPORT RULE 32.1 AS CURRENTLY WRITTEN .

THANKS
DAVINDER KHAIRA

GDG LIQUOR INC
CO-OP COST 2025

1,	LEASE EXPENSE	\$11000.00
2,	PROPERTY TAX	\$ 1130.00
3,	VAN/TRUCK REGISTRATION	\$ 700.00
4,	VAN / TRUCK EXPENCE	\$ 2900.00
5,	VAN / TRUCK INSURANCE	\$ 2050.00
6,	TRASH REMOVAL	\$ 450.00
7,	UTILITIES	\$ 3100.00
8,	SNOW REMOVAL	\$ 850.00
9,	SECURITY ALARM	\$ 350.00
10,	OFFICE SUPPLIES	\$ 450.00
11,	PAYROLL	\$13225.00
12,	PAYROLL TAXES	\$ 1070.00

TOTAL \$37275.00

Antes, Christopher

From: Diana Nolting <bdnolting@hughes.net>
Sent: Wednesday, March 18, 2026 4:30 PM
To: ATC-Rules
Subject: Re-enacting Rule 32.1 (Group Purchasing Agreements)

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To: Indiana Alcohol, Tobacco Commission

From: Bruce Nolting - Agent for Flagpole Co-op

Subject: Re-enacting Rule 32.1

First, please allow me to express my appreciation to the Commission for taking the time to listen to the comments shared during the meeting on March 12th. Hopefully it provided each of you a better understanding of the real value Rule 32.1 provides to the individual store owners.

The Flagpole Co-op currently consists of 21 stores with 18 independent owners spread throughout the southeast portion of our state. I personally own just one store (Busy Bee Liquors) located in Seymour, Indiana. I have owned the store for over 26 years, been a member of the same co-op for over 20 years and the Agent for 9 years. Over the course of my participation in the co-op, I have developed both personal and professional relationships with many of the store owners. We tend to watch out for each others' best interest as we share common goals in a highly competitive marketplace. Trying to compete with Walmart, Cosco, CVS, Kroger and many other big box stores would be impossible without the benefits of being in a co-op. That said, even with the benefit of higher volume purchases, our deal levels and wholesalers pricing levels are no where near those of the big box stores. By grouping our purchases it allows us to be in the ball park and provide our local customers the opportunity to support locally owned and operated package stores.

To my recollection, our co-op has purchased only liquor and wine as a group with beer and other malt beverages being directly shipped to each of our locations. The deal levels offered by the wholesalers/distributors on those items allow individual stores to purchase the product at a competitive price. When comparing the best level pricing offered by beer distributors to the retail pricing of the big box stores it is obvious that these products are used to draw customers to their stores in hopes the shopper will purchase other items. Many, if not all, of the big box stores I listed sell beer below or a few pennies above cost. This becomes a huge disadvantage to the small retailers who depend on the those same items to make a living. Our primary business is to sell alcohol (beer, wine, spirits), not thousands of other items as the big box stores do.

Lastly, during the last 20 plus years I can not recall one instance when someone was injured or a theft occurred during the process of unloading a co-op delivery. The majority of the time members arrive on time to deliver truck-to-truck, leaving little room for error or theft.

Again, thank you for your time and understanding of the value Rule 32-1 provides to many small business owners throughout our great state.

Respectfully,

Bruce Nolting

Antes, Christopher

From: Mark Coverdale <markcoverdale@att.net>
Sent: Thursday, March 19, 2026 7:47 AM
To: ATC-Rules
Subject: Rule 32.1

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This email is to support rule32.1.

Mark E Coverdale III
TOWNE Spirits & Fine Wines
Marine Co-op
Noblesville & Westfield
Sent from my iPhone

Antes, Christopher

From: harsimar dhaliwal <partyshoppe407@gmail.com>
Sent: Thursday, March 19, 2026 3:31 AM
To: ATC-Rules
Subject: Rule 32.1 Group purchase

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I am Harsimar Dhaliwal owns Party Shoppe liquor store located at Greensburg. I am member of Marine co-op. Without co-op (group purchase) it will be impossible for single store like me to compete with multiple chains stores .

Thanks

Harsimar Dhaliwal

Antes, Christopher

From: Inder - Pure Wine & Spirits <pwsgroup65@gmail.com>
Sent: Wednesday, March 18, 2026 10:41 PM
To: ATC-Rules
Subject: Support Rule 32.1

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- 1) name: Harjinder Purewal
- 2) store name: Pure Wine & Spirits (2 stores)
- 3) co-op: Marine co-op
- 4) location: both stores in Marion County

Thank you

Antes, Christopher

From: Ted Clements <tbg1455@yahoo.com>
Sent: Wednesday, March 18, 2026 7:16 PM
To: ATC-Rules
Subject: Rule 32.1

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My name is Ted Clements. I have three liquor stores in Indianapolis that I own with my mom and my son. My parents and I started the first location 20 years ago. My son and I have since added the other two locations. We are truly a family business.

At my first co-op meeting I asked how this worked. I was informed by two other owners " it's not what you order but how you order, that's how you will survive in this business".

Rule 32.1 has allowed me to compete with the bigger chains and stores for 20 years. Taking away this rule would definitely harm my ability to do this, I depend on co-ops to stay competitive and keep my family business going. I hope to one day be able to work with my grandkids but eliminating co-ops would make that dream almost impossible to achieve. Co-ops are the single most important thing I do to operate a successful business.

Thank you for taking the time to read my take on this matter and I hope and pray that you will leave Rule 32.1 the way it is so that I and others like me can continue to stay Indiana family owned businesses.

Ted Clements and Family
Depot/Klondike/Alabama Liquors

Antes, Christopher

From: Jasvinder Lalli <jlalli59@hotmail.com>
Sent: Thursday, March 19, 2026 9:59 AM
To: ATC-Rules
Subject: Supporting rule 32.1

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Name: Jasvinder Lalli
Store name: Cork& cap Liquors
Co op: Marine Co op
Town: 24 east main street pittsboro IN 46112

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

Antes, Christopher

From: scheema1987@gmail.com
Sent: Thursday, March 19, 2026 10:02 AM
To: ATC-Rules
Subject: I support rule 32.1

This is the first time you received an email from this sender (scheema1987@gmail.com). Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

EXTERNAL EMAIL: This email was sent from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Kuldip cheema
Samaira Corp

H&S Liquor Store
Marine co-op

104 washington st dunreith in 47337

Dear [Recipient Name],

I am writing to express my support for Rule 32.1

As owner, this rule directly impacts my livelihood and the sustainability of my business. I believe that maintaining and supporting Rule 32–1 is important not only for business owners like myself, but also for the stability and integrity of the industry as a whole.

I respectfully urge you to keep this rule in place and to consider the perspective of small business owners whose work depends on it.

Thank you for your time and consideration.

Sincerely,

[Kuldip Cheema]

Antes, Christopher

From: Legacy Inc <legacyinc22@gmail.com>
Sent: Thursday, March 19, 2026 10:03 AM
To: ATC-Rules
Subject: IN SUPPORT OF RULE 32.1

EXTERNAL EMAIL: This email was sent from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

To whom it may concern,

This is Parmpreet Singh from Hoot Liquor. We are located in Indianapolis, IN 46202 (Marion County). We are apart of Marine Co-Op. I am strongly in support of Rule 32.1. This is the only way I survive and keep prices low for my customers. Without this I will be forced to sell or close down.

Thank you,
Parmpreet Singh
Hoot Liquor
917-543-9538

Antes, Christopher

From: Gurinder Mahal <indy5starliquor@gmail.com>
Sent: Thursday, March 19, 2026 10:09 AM
To: ATC-Rules
Subject: In Support of Rule 32.1

EXTERNAL EMAIL: This email was sent from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

To whom it may concern,

My name is Gurinder Mahal, the owner of 5 Star Liquor in Indianapolis, Indiana (Marion County). As a member of the Marine Co-Op, I strongly support Rule 32.1.

This rule is crucial for my business's survival and the ability to maintain competitive pricing for my customers. Without it, I would be forced to consider selling my business or closing down.

Gurinder Mahal
5 Star Liquor
317-658-9832

Sent from my iPhone

Antes, Christopher

From: Tony Abrams <aeainvestmentsbol@hotmail.com>
Sent: Thursday, March 19, 2026 10:25 AM
To: ATC-Rules
Subject: In support of rule 32.1 Bob-O-Link Liquors we have 5 stores in Rushville-Cambridge City- Centerville.

EXTERNAL EMAIL: This email was sent from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Tony

Antes, Christopher

From: Sanjay Patel <sanjay845@icloud.com>
Sent: Thursday, March 19, 2026 11:04 AM
To: ATC-Rules
Subject: Supporting rule 32.1

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Name-Mayank pate
Store name-pour house bottle shop
Co-op- marine co-op
Store location is Aurora Indiana

Thank you

Antes, Christopher

From: Hornak's Liquor Depot <hornaksliquor@gmail.com>
Sent: Thursday, March 19, 2026 10:17 AM
To: ATC-Rules
Subject: Support of rule 32.1

This is the first time you received an email from this sender (hornaksliquor@gmail.com). Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

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Dylan Austin
3rd Gen Holdings INC
D.B.A Hornaks Liquor Depot
1307 N. E ST.
Richmond, IN 47374
Wayne County
Buying Group : Marine Group

We are in support of rule 32.1
We need this rule to stay open and competitive.

Antes, Christopher

From: Virender kumar <tomvicky69@gmail.com>
Sent: Thursday, March 19, 2026 11:05 AM
To: ATC-Rules
Subject: Rule 32.1

EXTERNAL EMAIL: This email was sent from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Hello,
I support Rule 32.1 as a small business owner co-op is pretty much required to stay in business.
Virender Kumar
Highway Liquors Inc
Marine Co-op
Sweetser, IN
Thanks,
Virender

Antes, Christopher

From: German, Jacob <Jacob.German@btlaw.com>
Sent: Thursday, March 19, 2026 11:23 AM
To: ATC-Rules
Cc: Allen, Jessica; Burdick, Brian
Subject: Rule 32.1 Written Testimony - BRL
Attachments: Rule 32.1 Testimony_BRL.pdf

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Please let this serve as written testimony submitted by Big Red Liquor. Looking forward to working on this together.

Would appreciate confirmation/receipt when you have time.

Best,

Jake



Jacob German, Partner

Direct: (317) 231-7538 | **Email:** Jacob.German@btlaw.com
11 South Meridian Street, Indianapolis, IN 46204

Atlanta | Baltimore | Boston | Chicago | Dallas | Delaware | Denver | Florida | Indiana | Los Angeles | Michigan | Minneapolis
Nashville | New Jersey | New York | Ohio | Philadelphia | Phoenix | Raleigh | Salt Lake City | San Diego | Washington, D.C.

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BARNES & THORNBURG LLP

11 S. Meridian Street
Indianapolis, IN 46204-3535 U.S.A.
(317) 236-1313
Fax (317) 231-7433

March 19, 2026

Sent via email: atc-rules@atc.in.gov

Indiana Alcohol and Tobacco Commission
Attn: Melissa Beaucaire, General Counsel
Indiana Government Center South Building
302 West Washington Street, Room E114
Indianapolis, IN 46204

RE: Rule 32.1 – Cooperative Purchasing

To whom it may concern:

We represent TWG BRL, LLC (“BRL”), and we are submitting this letter to the Indiana Alcohol and Tobacco Commission (“ATC”) for the purpose of providing comment on the proposed readoption of Rule 32.1 Group Purchasing Agreements. Group purchasing agreements governed by Rule 32.1 and associated regulations (905 IAC) remain a critical mechanism for ensuring affordable access to necessary goods and supplies, particularly for smaller entities that lack the bargaining power to negotiate competitive prices on their own. By participating in group purchasing, co-ops and similar organizations can leverage collective buying power to achieve favored product pricing, promote efficiency, and foster resource sharing, which ultimately benefits members and the broader community. This collaborative approach has proven effective in supporting operational needs and advancing the principle of mutual benefit. BRL supports cooperative purchasing as a general matter, including the continued exclusion of beer. However, we believe the industry has changed so substantially since 1985 when the original statute was adopted (and 1996 when Rule 32 was repealed and replaced with Rule 32.1 and the subsequent expansion in 2020), coupled with the public safety, product control, industry best practices and market equity concerns that have eroded due to permittee activity in recent years, make it advisable to amend Rule 32.1 presently to protect the public and market integrity.

It is increasingly evident that the unchecked proliferation of co-op groups forming under the current regulatory framework and their activity has extended far beyond the original intent of Rule 32 (now Rule 32.1), as first established in 1985. That rule was designed to empower smaller entities to participate in group purchasing for efficiency and affordability, yet always within a context of strong regulatory oversight, product control, and clear safety standards. Today, with minimal restrictions on the number of members or location of transactions, there now exists a multitude of groups whose activities significantly diverge from the needs and public safety

considerations that were anticipated at the Rule's inception. The changes made in 2020 turned out to be a well-intentioned, but misguided attempt to solve a logistical challenge. Most notably, it resulted in the widespread practice of conducting alcohol deliveries and distributions out of the back of trucks in parking lots, beyond the scope, requirements, and public policy found in Title 7.1 and 905 IAC floorplan requirements. In fact, these uncontrolled environments create what can only be described as the 'Wild West' of alcohol delivery—conditions more akin to an unregulated, third-world marketplace than to the orderly system intended for the distribution of a controlled substance. Such practices are inherently unsafe, exposing both participants, the general public to unnecessary risks, and fall outside best practices for supply chain management and compliance with Indiana's intended regulatory standards. Indeed, wholesalers have reported guns being brandished at these delivery sites. Furthermore, minors are permitted in these spaces, whereas they are not permitted within the footprint of the physical structure of a packaged liquor store (the intended footprint). The result is unacceptable public safety and an institutional lack of product control that belies the statutory construct of Title 7.1 and commonsense.

At the March 12 public hearing on this Rule, the Commission heard from retailers about how any change to Rule 32.1 would put them out of business. BRL knows this is an emotional topic and chose to submit this written testimony as opposed to presenting these views in an environment where emotion would reign. However, BRL has been a part of this regulated community fabric for many years, and like the legislature and the ATC, has heard the repeated argument that ANY change to the status quo would result in businesses closing. In truth, this has never come true. In fact, the experience of recent policy updates in Indiana demonstrates that carefully considered regulatory amendments can modernize alcohol control without destroying the viability of small, independent liquor stores. For example, the introduction of Sunday sales allowed retailers to operate an additional day, providing increased convenience to consumers while allowing independent operators the flexibility to compete. Similarly, permitting Election Day alcohol sales removed a longstanding restriction without undermining small businesses or negatively impacting public safety. Most recently, it was asserted that if Total Wine and Spirits was to become a permittee in Indiana the result would be closure of countless package liquor stores. In each case, initial concerns about adverse impacts on small liquor stores gave way to a more balanced reality, in which these establishments continued to thrive by adapting to updated rules. Put another way, the sky did not fall.

Given these public safety and product control concerns, we request the ATC consider amending 905 IAC to reestablish commonsense safeguards and clear, enforceable requirements for co-ops wishing to continue group purchasing activities. Chief among these, co-ops should be required to collectively invest in proper warehouse facilities that meet all regulatory standards, thereby ensuring safe, secure, and efficient product receipt, storage, and distribution. Establishing a shared warehouse space would directly address public safety risks by shifting deliveries away from uncontrolled parking lots to compliant, monitored, and enclosed structures. This approach not only mitigates liability concerns associated with ad hoc distribution methods but also reinforces

the level of organizational responsibility and accountability expected from group purchasers handling a controlled substance. By modernizing the relevant regulations, Indiana can ensure that group purchasing continues to provide collaborative benefits, while remaining within the structure and spirit of the law—reforming a potentially unregulated system into one defined by transparency and best practices. To accomplish this, the co-op members should be permitted to split the cost, both capital and operational, which results in a minimal investment to bring us back to a professional standard of product control and management.

To realign with the intent of cooperative purchasing under the statute, it is advisable to introduce amendments to Rule 32.1 that restrict the number of participants within any single co-op and limit the geographic footprint in which a co-op may operate. Today we have co-ops with dozens of members and permittees that are members of multiple co-ops. By imposing reasonable limitations on membership size, regulators can ensure that group purchasing activities remain manageable and facilitate more robust oversight, reducing risks associated with oversized or loosely organized co-ops. Crucially, any amendment should require that all products involved in group purchases come to rest at a designated warehouse facility before being distributed to individual members. This requirement would provide an added layer of safety and quality control, ensuring proper product documentation and handling while eliminating risks posed by today's practice of direct deliveries in uncontrolled parking lots. Finally, entities should not be permitted to participate in multiple co-ops simultaneously, as overlapping memberships can undermine regulatory oversight, make accountability more difficult to establish, and allow participants to circumvent purchasing restrictions designed to protect the public interest.

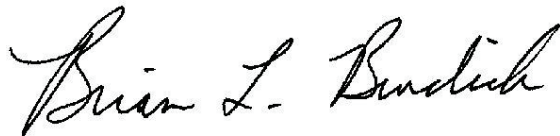
From BRL's perspective, this is also an issue of equity. BRL, like other permittees, has instituted best practices for public safety and product control, operating out of warehouses where deliveries are made and from where product is transported to its stores, never leaving its care, custody, or control. Its owners made these investments and signed the personal guarantees necessary to borrow money to operate with the public's interest always front of mind. We ask the ATC to raise the product control and public safety bar back to an acceptable (and expected) standard. It is an honor to be a permittee, not a right, and "cheaper and easier" should not be the guiding regulatory principle, but rather compliance, market integrity, and public safety. Again, BRL is supportive of cooperative purchasing modernized to raise the bar of professionalism back to the level and standard demanded by the intent of Title 7.1 and expected by our legislature and citizens when handling a controlled substance. Due to the degradation of control standards and current co-op practices, we understand there will be disruption to current businesses and we specifically do not want that, so we recommend that the current practice be grandfathered until March 12, 2026 to allow these co-ops to establish appropriate warehouse space.

In summary, while the group purchasing model embodied in Rule 32.1 and related regulations has been instrumental in supporting independent retailers since its inception in 1985, the current realities demand meaningful modernization. The unchecked growth of co-ops, proliferation of unsafe parking lot delivery practices outside 905 IAC and Title 7.1 floorplan

requirements, and the evolution toward a loosely regulated market has created risk to public safety and regulatory accountability that cannot be ignored. By amending 905 IAC and Rule 32.1 to require the use of compliant warehouse facilities, limit co-op size and geographic reach, and prohibit overlapping memberships, Indiana can restore the spirit of collaborative benefit the law was meant to provide, all while reestablishing oversight and safe, orderly alcohol distribution consistent with the statutory framework and public policy goals of Title 7.1. The Indiana experience with Sunday sales, Election Day sales, and the launch of Total Wine and Spirits demonstrates that smart, well-considered reforms can enhance market function and consumer convenience without undermining small, independent businesses. Adopting these focused amendments will reinforce transparency, safety, and operational integrity within the group purchasing system, maintaining a fair, competitive, and well-regulated marketplace for all.

Please contact us with any further questions. We would welcome the opportunity to continue to work on this important issue with the ATC.

Sincerely,

A handwritten signature in black ink that reads "Brian L. Burdick". The signature is fluid and cursive, with the first name "Brian" being the most prominent.

Brian L. Burdick

A handwritten signature in blue ink that reads "Jacob A. German". The signature is fluid and cursive, with the first name "Jacob" being the most prominent.

Jacob A. German

Antes, Christopher

From: Sukhvir Sandhu <sukhvirsandhu1@yahoo.com>
Sent: Thursday, March 19, 2026 12:01 PM
To: ATC-Rules
Subject: Purkey's liquor

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Name: Sukhvir Sandhu
Store name: Purkey's liquor 1&2
Co-op name: Marine group
Town: Pendleton (124 South Pendleton Ave, Pendleton IN Location 2 : 728 E Broadway St Ingles Indiana

Sent from my iPhone

Antes, Christopher

From: Manbir Sandhu <manbir@kahnsfinewines.com>
Sent: Thursday, March 19, 2026 12:12 PM
To: ATC-Rules
Subject: Support of Rule 32

EXTERNAL EMAIL: This email was sent from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Good afternoon,

Kahns Fine Wine of Indy Inc DBA Kahn's Fine Wines & Spirits is in support of Rule 32

Legal Name: Kahns Fine Wine of Indy Inc
Store Name: Kahn's Fine Wines & Spirits
Coop: Marine Group
Town: Indianapolis, IN
Owner: Rajinder Sandhu

Thanks,

Manbir Sandhu
General Manager
Kahn's Fine Wines & Spirits
5341 N Keystone Ave.
Indianapolis, IN 46220
Work: (317) 251-9463
Cell: (317) 306-5938

Antes, Christopher

From: Dax Patel <daxpatel1993@yahoo.com>
Sent: Thursday, March 19, 2026 1:00 PM
To: ATC-Rules
Subject: Supporting Rule 32.1

EXTERNAL EMAIL: This email was sent from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Hello,

My name is Daxesh Patel, I'm the owner of A-One Liquors. We own 3 liquor stores in Marion County. We are part of Marine Group Co-op. I'm writing this email to show my support for Rule 32.1

Thank You

Antes, Christopher

From: Manbir Singh <manbirsbassi@gmail.com>
Sent: Thursday, March 19, 2026 1:02 PM
To: ATC-Rules
Subject: Co op hearing comments

EXTERNAL EMAIL: This email was sent from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Hello commission members,

I would like to voice my support for 32.1 in favor of co ops as without them I would not be able to compete and sell my business.

Manbir Bassi
Rockville Liquors 7440 Rockville Rd, Indianapolis, IN 46214
Marine co op
My store is on the west side of Indianapolis

Antes, Christopher

From: Samarth Patel <fishersliquors2023@gmail.com>
Sent: Thursday, March 19, 2026 2:03 PM
To: ATC-Rules
Subject: Supporting Rule 32.1

Caution: The sender name (Samarth Patel) is different from their email address (fishersliquors2023@gmail.com), which may indicate an impersonation attempt. Verify the email's authenticity with the sender using your organization's trusted contact list before replying or taking further action.

EXTERNAL EMAIL: This email was sent from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Good Afternoon ATC

WE SUPPORTING RULE 32.1
Ashokkumar Patel
Fishers spirits wine beer inc
9887, east 116th street
Fishers, Indiana 46037
Countries Hamilton
CO-OP NAME : Marine

Sincerely,

Fishers Spirits Wine & Beer

Antes, Christopher

From: BPTF <bptfofficial@gmail.com>
Sent: Thursday, March 19, 2026 2:16 PM
To: ATC-Rules
Subject: In support of co-op rule 32.1

This is the first time you received an email from this sender (bptfofficial@gmail.com). Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

EXTERNAL EMAIL: This email was sent from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Chris Johnson
Towne Spirits & Fine Wines
Noblesville, IN

This is in support of Co-Op rule 32.1

*Note

Keep Indiana's money in Indiana, Total Wine should have never been allowed in the state, and Private Investment Groups or Firms are what should be made illegal. We pride ourselves on local economy in this state, and these people trying to do away with co op only have corporate interests in mind and do not give back to the state, hold the values of this state, and they definitely don't enrich our state.

Antes, Christopher

From: Jack Singh <jcpetroleum03@yahoo.com>
Sent: Thursday, March 19, 2026 2:22 PM
To: ATC-Rules
Subject: 32.1

EXTERNAL EMAIL: This email was sent from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Name- Rajwinder Kaur
Discount liquor
2225 S Sherman Dr Indianapolis IN 46203
Midwest Liquor Inc
5868 E 71st Street G Indianapolis IN 46220 21st Amendment Liquor
234 W 161st Street Westfield IN 46074
Stoney Liquor
Emerson and 10th Indianapolis
I have 4 stores in Marine co-op.
I am in favor of 32.1.
Without co-op our business can't survive.
Thanks.
Sent from my iPhone

Antes, Christopher

From: geistliquors <geistliquors@protonmail.com>
Sent: Thursday, March 19, 2026 2:32 PM
To: ATC-Rules
Subject: In support of rule 32.1

This is the first time you received an email from this sender (geistliquors@protonmail.com). Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

EXTERNAL EMAIL: This email was sent from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

hello,

Name - Harminder Singh

Store - Spirits At Geist

Co-op - Marine Group

Location - Indianapolis

I am in favor of rule 32.1

Thanks

Sent with [Proton Mail](#) secure email.

Antes, Christopher

From: Lacy Lawrence <llawrence89@icloud.com>
Sent: Thursday, March 19, 2026 2:34 PM
To: ATC-Rules
Subject: Towne Spirits

EXTERNAL EMAIL: This email was sent from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

To whom it may concern,

I am in support of rule32.1.

Information:
Lacy Lawrence
Towne Spirits & Fine Wines
1148 S 10th St, Noblesville, IN 46060
CO-OP Name: Marine Group

Thanks,
Lacy Lawrence

Antes, Christopher

From: elitebeverages1@aol.com
Sent: Thursday, March 19, 2026 2:56 PM
To: ATC-Rules
Subject: Comments in favor of reenacting Rule 32.1
Attachments: Written follow-up Testimony Rule 32.1 3-13-2026.docx

EXTERNAL EMAIL: This email was sent from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

To whom it may concern,

Please see the attached comments regarding Rule 32.1. Thank you, Ray Cox

WRITTEN PUBLIC COMMENT TO THE ATC REGARDING RULE 32.1

3-21-2026

TO:

Indiana Alcohol and Tobacco Commission

Attn: Melissa Beaucaire, General Council

Indiana Government Center South Building

302 West Washington Street, Room E114

Indianapolis, IN 46204

Again, I would like to thank members of the Commission for hearing the concerns of hundreds of Hoosier small businesspeople regarding possible changes to Rule 32.1. The Commission seemed particularly interested in the potential costs associated with independent co-ops potentially being required to build a warehouse to hold and distribute co-op purchased goods. Before I present thoughts on Rule 32.1 in general, please allow me to expand upon a few hurdles.

- 1) As the Commission is aware, “warehouses” (an undefined term) must be connected to and part of licensed premises. Locating a 10,000-15,000 square foot warehouse upon existing permit premises would require fairly unique circumstances. Many existing package stores are in strip centers; some are located in stand-alone building that already utilize all available ground for sales and parking. One would be hard pressed to find that unique setting that allows a 10,000-15,000 square foot expansion.
- 2) If one were to seek to acquire new land to locate both the package store and the warehouse, other obstacles would be faced. Zoning, commercial viability and local ordinances would all be limiting factors. As you know, there is a unique set of local ordinances in Marion County that would be further challenges.

The vast majority of co-ops around the state would simply not be able to overcome these challenges.

I would certainly challenge the idea that BRL is at a disadvantage because they operate a warehouse or warehouses. At the hearing on March 12, 2026 several independent co-op operators testified in writing regarding their considerable costs to operate in a co-op. Certainly when prorated on a per store basis, the costs of warehousing scales down

significantly. Rule 32.1 does not require anyone to operate a warehouse. It is done voluntarily. Why? There are significant advantages to operating a warehouse.

- 1) As mentioned above, there are economies of scale, the more stores you own, the less costs per store.
- 2) You can buy more inventory when it is cheaper and hold it for longer periods of time, reducing your overall costs of goods sold.
- 3) Inventory is brought to your warehouse by the wholesaler. There is no need to pick it up from an independent co-op drop point, thus avoiding one leg of the process.

Since independent co-ops have already demonstrated the significant costs associated with operating within a co-op, arbitrarily adding ADDITIONAL costs to members that would serve no useful purpose, would be discriminatory, arbitrary and capricious. Such an action, such as requiring a warehouse or disallowing the use of an approved parking lot for product transfer would put independent co-ops at a greater disadvantage than they currently are and would cause irreparable damage to hundreds of Hoosier small businesspeople who for over 30 years built their business model based upon Rule 32 and Rule 32.1.

BRL asserts in its statement that independent co-ops operate in “conditions more akin to an unregulated third-world marketplace.” Nothing could be further from the truth. Typically, six to eight licensed wholesaler employees, including a co-op coordinator and two to eight licensed retailers are present at an independent co-op delivery. It is their responsibility to monitor the delivery from beginning to end and assure compliance with all applicable laws. The evidence indicates that they have been highly successful in doing so, as there have been no violations that I know of associated with independent co-op deliveries. As I mentioned in oral testimony, beer deliveries routinely are staged in parking lots of all types of permittees twice a week, fifty-two times a year and no one has mentioned irresponsible practices or public safety issues. Minors are not permitted in or on licensed permit premises, including the approved extended floor plan. I know of no minor violations associated with such approved floor plans. Rule 32.1 currently DOES NOT allow independent co-op members to be in multiple co-ops and requires independent and commonly owned co-ops to register their locations with the ATC. BRL proposes some arbitrary limits to both the geographical area of co-op members and the number of stores in a co-op. I assume they are referring to INDEPENDENT CO-OPS, otherwise they would be limiting BRL and other commonly owned co-ops to the same restrictions. To limit independent co-ops and not limit commonly owned co-ops would be discriminatory. The ATC and Rule 32.1 have historically been very careful about being non-discriminatory. We would hope that to continue to be the case.

In our ongoing discussions with our wholesale partners, we have agreed to work together to ever improve and modernize our deliveries to further our long-standing practices to assure the highest standards in public safety, efficiency and control of our highly regulated product. We and our wholesaler partners take very seriously the privilege granted to us and our responsibility to public welfare. To suggest otherwise is reckless.

There is also nothing inherently unsafe about co-ops transferring products in approved parking lots. This practice has been commonplace in the industry for twenty plus years, even before Rule 32 was amended to become Rule 32.1. In fact, I presented evidence that other places where beverage alcohol is delivered are more prone to incidents than a co-op drop point. To my knowledge, there have been no violations of ATC Rule or statutes at independent co-op deliveries. Should a claim that co-ops deliveries are unsafe be made by any wholesaler or permittee, it would be important to know what type of safety-related incidents happen in other settings, like other types of deliveries at other retailers, the wholesaler's warehouse, etc.

In closing, I would again like to thank the Commission for their time with this issue. Hopefully, the Commission has become more familiar with the operation of co-ops in this state and their importance to our industry. Rule 32.1 has allowed both Commonly Owned Co-ops and Independently Owned Co-ops to coexist and prosper simultaneously, evidenced by the fact that Big Red has nearly doubled in size in the past seven years. Several other Commonly Owned Co-ops have also increased in size in the past seven years. (The Cork, who testified, Indiana Liquor Group, Keg Liquors.) Indeed, market conditions have evolved in the years since Rule 32 was originally promulgated. Today BRL, at over one hundred stores, is about twice as big as the second largest liquor store chain. Other grocery/ drug store competitors numbering in the hundreds are now a significant factor in the market. How have smaller operators managed to continue serving their communities responsibly with competitive pricing, selection and good service? The answer is Rule 32.1. At the end of the day, this is not an issue brought on by some perceived public policy lapse or a lapse of responsible handling of a highly regulated substance. This is a purely competitive issue. It is anti-consumer as it would increase prices and decrease selection. It is picking winners and losers as it would harm hundreds of Hoosier small businesses in favor of private equity.

I respectfully urge the Commission to readopt Rule 32.1 as it is written today. Thanks again for your time in considering this vital issue. Please don't hesitate to call me at 317-445-1923 or email me at elitebeverages1@aol.com with any questions.

Sincerely,

Raymond Cox, Elite Beverages, Dollar Saver Co-op

30 South Starter Street

Indianapolis, IN 46229

Antes, Christopher

From: store manager <store@mooseliqor.com>
Sent: Thursday, March 19, 2026 3:12 PM
To: ATC-Rules
Subject: Moose liquor

EXTERNAL EMAIL: This email was sent from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Hello

Kamaldeep singh & Kuldip sekhon
Moose liquor 1&2
4905 N Franklin Rd
Indianapolis, IN 46226
5780 Sunnyside Rd
INDIANAPOLIS, IN 46235
317-407-8266

I'm supporting hard with rule 32.1

Antes, Christopher

From: Manny <reachoakgroup@gmail.com>
Sent: Thursday, March 19, 2026 3:42 PM
To: ATC-Rules

EXTERNAL EMAIL: This email was sent from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Hi this is Maninder Singh. I own Big Barrel Liquors in Evansville, In. I am part of Marine co-op and I'm in favor of rule 32.1

Antes, Christopher

From: Lou Wildeman <lou@sobrospirits.com>
Sent: Thursday, March 19, 2026 1:32 PM
To: ATC-Rules
Subject: Additonal Comments on Rule 32.1 Master and Sub-Invoice
Attachments: Master and Sub invoice.pdf

EXTERNAL EMAIL: This email was sent from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Chairman Allen,

Per your request, attached is a copy of a Master Invoice and a sub-invoice. I've included only the first and last page of the 39 page invoice.

All items on the master are from the totals of all sub-invoices.

Any questions, please contact me.

Lou Wildeman
SoBro Spirits
317.255.7038
317.441.8237 mobile

SOUTHERN GLAZER'S OF IN

REMIT TO:

SOUTHERN GLAZER'S OF IN
PO BOX 864860
ORLANDO, FL. 32886-4860
1-800-276-5148

Permits: W41-27133 & W41-27134

S DOLLAR SAVER CO-OP
O 1721 E 52ND ST
L INDIANAPOLIS IN 46205

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P

T O ** M A S T E R I N V O I C E S **

Exp:

C H A I N # 180

PAGE 1 OF 39

2500

SALES PERSON		PERMIT NUMBER	DLVRY INSTRUCTIONS:		PHONE NUMBER		INVOICE DATE	
			P.O.#:				3/18/2026	

LOC	CASES	BTLs	SIZE	DESCRIPTION	PACK	W-LOC.	B-LOC.	PRODUCT CODE	NET CASE PRICE	NET BTL PRICE	UNIT PRICE	DIV CDE	UNIT DISCOUNT	NET AMOUNT
	1		750ML	A TO Z PINOT NOIR(SC)	12			641899		14.25	225.00	005	54.00	171.00
	1		4 Z	ANGOSTURA BITTERS AROMATIC	12			598451		9.00	120.00	004	12.00	108.00
	4		750ML	APEROL APERITIVO 22	6			557366		40.50	133.50	002	12.00	486.00
	1		375ML	APEROL APERITIVO 22	12			996122		11.99	161.91	002	18.00	143.91
	1		1.75L	APPLETON RUM EST SIGN 80	6			971730		33.75	225.00	002	22.50	202.50
	1		750ML	APPLETON RUM EST 12YR RARE CASK 86	6			964123		32.25	211.50	002	18.00	193.50
			750ML	APPLETON RUM EST 15YR BLK CASK 86	6			512773	1 CASE(S) BACKORDERED					
	1		750ML	BAR DOG PINOT GRIGIO 22	12			589557		10.50	10.94	003	.44	10.50
	1		375ML	BARTON VODKA 80 PET	24			199673		2.10	79.92	002	29.52	50.40
	1		750ML	BARTON VODKA 80 TRAVELER	12			21917		4.10	84.36	002	35.16	49.20
	1		750ML	BASIL HAYDEN DARK RYE 80 PROM# 33967	6			950719		43.50	283.50	004	22.50	261.00
	4		750ML	BASIL HAYDEN RYE GOLDEN 80	6			693836		129.00	243.00	004	49.50	774.00
	6		750ML	BASIL HAYDEN RYE GOLDEN 80 PROM# 34020	6			693836		64.50	40.50	004	8.25	193.50

PAGE TOTAL		CASES	ORDER TOTAL	PAGE TOTAL	BOTTLES ORDER TOTAL	WINE GALLON	LIQUOR GALLON	BEER GALLON	CUSTOMER		PAGE	GROSS TOTAL	TOTAL DISCOUNT	PAY THIS AMOUNT
16	2561				7	28	5166.46		DOLLAR SAVER CO-OP		1			** CONT **
CARTON	DRIVER	LOADED	INVOICE NO.		CHAIN NO		NET AMOUNT		DUE DATE					
2561			180		4/02/2026									
PUT UP	CHECK BY	DELIVERY RECEIPT: NO CLAIMS FOR SHORTAGES WILL BE ALLOWED UNLESS INSPECTED AND NOTED AT TIME OF DELIVERY												

Terms and Conditions: This sale shall be made in accordance with all applicable laws and regulations. Customer shall be responsible for all sales tax due on sales of goods. In the event of action taken to collect indebtedness accrued by the customer, the customer shall be responsible for all costs incurred by the creditor herein, the principal amount of the indebtedness to all accrued and accruing service charges as of the date of the sale of these goods. All accrued and accruing court costs and reasonable attorney's fees. Customer understands and agrees that the sale of these goods is made without warranty, and the licensee may be filed in Johnson or Marion county at Southern Glazer's of IN's option.

A service charge of \$30.00 will be charged on the purchase of a banquet check. Payment must be made immediately upon receipt of shipment. OUR RESPONSIBILITY FOR SAFE DELIVERY OF GOODS CEASES WHEN GOODS ARE IN BUYER'S POSSESSION. WE CONFIRM BUYER'S RECEIPT OF GOODS AND THAT THIS INVOICE IS PAYABLE AT THE ADDRESS ABOVE AND THAT THE TOTAL INVOICE DUE AND PAYABLE WITHIN FIFTEEN (15) DAYS OF THE INVOICE DATE, date of invoice included. If not fully paid from date of purchase at 1.5% per month and will result in loss of any discounts and may result in loss of credit privileges. Reasonable costs and attorney's fees will be added.

A service charge of \$30.00 will be charged on the occurrence of a bounced check. Please examine goods before signing. All claims, including leakage or shortages, must be made immediately upon receipt. UNLESS OTHERWISE SPECIFIED, ALL GOODS ARE IN BUYER'S POSSESSION OR RISK. BUYER'S AGENT SIGNS DELIVERY RECEIPT. Such acceptance of goods confirms agreement that this invoice is payable at the address above and that the time of invoice is the date of delivery. Buyer's payment must be made within the time specified in invoice and payable without discount. This and all prior invoices will, as permitted by law, bear interest or service charges from date of purchase at 1.5% per month and will result in loss of any discount and may result in loss of credit privileges. Reasonable costs and attorney's fees will be added.

INVMSTR

SGWS Copy

X
Signature
Print Name

SOUTHERN GLAZER'S OF IN

REMIT TO:

SOUTHERN GLAZER'S OF IN
PO BOX 864860
ORLANDO, FL. 32886-4860
1-800-276-5148

Permits: W41-27133 & W41-27134

S DOLLAR SAVER CO-OP
O 1721 E 52ND ST
L INDIANAPOLIS IN 46205

2500

MASTER INVOICES

Exp: CHAIN # 180

PAGE 1 OF 39

SALES PERSON	PERMIT NUMBER	DLVRY INSTRUCTIONS:	PHONE NUMBER	INVOICE DATE
				3/18/2026
		P O #:		

LOC	CASES	BTLs	SIZE	DESCRIPTION	PACK	W-LOC.	B-LOC.	PRODUCT CODE	NET CASE PRICE	NET BTL PRICE	UNIT PRICE	DIV CDE	UNIT DISCOUNT	NET AMOUNT
	1		750ML	A TO Z PINOT NOIR(SC)	12			641899		14.25	225.00	005	54.00	171.00
	1		4 Z	ANGOSTURA BITTERS AROMATIC	12			598451		9.00	120.00	004	12.00	108.00
	4		750ML	APEROL APERITIVO 22	6			557366		40.50	133.50	002	12.00	486.00
	1		375ML	APEROL APERITIVO 22	12			996122		11.99	161.91	002	18.00	143.91
	1		1.75L	APPLETON RUM EST SIGN 80	6			971730		33.75	225.00	002	22.50	202.50
	1		750ML	APPLETON RUM EST 12YR RARE CASK 86	6			964123		32.25	211.50	002	18.00	193.50
			750ML	APPLETON RUM EST 15YR BLK CASK 86	6			512773	1 CASE(S)	BACKORDERED				
		1	750ML	BAR DOG PINOT GRIGIO 22	12			589557		10.50	10.94	003	.44	10.50
	1		375ML	BARTON VODKA 80 PET	24			199673		2.10	79.92	002	29.52	50.40
	1		750ML	BARTON VODKA 80 TRAVELER	12			21917		4.10	84.36	002	35.16	49.20
	1		750ML	BASIL HAYDEN DARK RYE 80 PROM# 33967	6			950719		43.50	283.50	004	22.50	261.00
	4		750ML	BASIL HAYDEN RYE GOLDEN 80	6			693836		129.00	243.00	004	49.50	774.00
		6	750ML	BASIL HAYDEN RYE GOLDEN 80 PROM# 34020	6			693836		64.50	40.50	004	8.25	193.50

[illegible]

A service charge of \$30.00 will be charged on the occurrence of a bounced check or a check returned for insufficient funds. All claims, including brokerage or storage, must be made immediately upon receipt of shipment. OUR RESPONSIBILITY FOR SAFE DELIVERY OF GOODS CEASES WHEN GOODS ARE IN BUYER'S POSSESSION OR BUYER'S AGENT SINGS DELIVERY RECEIPT. Such acceptance and the goods confirms agreement that this invoice is payable at the address above and that the total invoice is due and payable within fifteen (15) days of the invoice date. Payment may be made by cash or check. Charges from date of purchase at 1.5% per month will be levied on late payments. Late charges from date of purchase at 1.5% per month by law, but attorney's fees and may result in loss of credit privileges. Reasonable costs and attorney's fees will be added.

INVMSTR

SGWS Copy

Print Name _____

Signature _____

SOUTHERN GLAZER'S OF IN

Permits: W41-27133 & W41-27134

S DOLLAR SAVER CO-OP
O 1721 E 52ND ST
L INDIANAPOLIS IN 46205

REMIT TO:

SOUTHERN GLAZER'S OF IN
PO BOX 864860
ORLANDO, FL. 32886-4860
1-800-276-5148

S
H
I
P

2500

T O ** M A S T E R I N V O I C E S **

Exp: C H A I N # 180

PAGE 1 OF 39

SALES PERSON		PERMIT NUMBER	DLVRY INSTRUCTIONS		PHONE NUMBER	INVOICE DATE
			P.O.#:			3/18/2026

LOC	CASES	BTL	SIZE	DESCRIPTION	PACK	W.LOC.	B.LOC.	PRODUCT CODE	NET CASE PRICE	NET BTL PRICE	UNIT PRICE	DIV CODE	UNIT DISCOUNT	NET AMOUNT
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| PAGE TOTAL | | CASES |

 | ORDER TOTAL | | BOTTLES | | WINE GALLON | | LIQUOR GALLON | | BEER GALLON | | CUSTOMER | | PAGE | GROSS TOTAL | TOTAL DISCOUNT | PAY THIS AMOUNT |
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---|-------------|--|---------|----|-------------|---------|---------------|--|-------------|--|--------------------|--|------|-------------|----------------|-----------------|
| 16 | 2561 | |

 | | | 7 | 28 | | 5166.46 | | | | | DOLLAR SAVER CO-OP | | 1 | | | ** CONT ** |
| CARTON | DRIVER | LOADED | <p>Terms and Conditions: This sale shall be made in accordance with all applicable laws and regulations. Customer shall be responsible for all sales tax due on sales of goods. In the event of action taken to collect indebtedness created by the sale of goods, the principal amount of the indebtedness, all accrued and accruing service charges as of the date of the sale of these goods, and all securing service charges as of the date of the sale of these goods, shall be paid by the customer herein the principal amount of the indebtedness, all accrued and accruing service charges as of the date of the sale of these goods, and all securing service charges as of the date of the sale of these goods. All acquired and accruing service charges as of the date of the sale of these goods, and all securing service charges as of the date of the sale of these goods, shall be paid by the customer herein the principal amount of the indebtedness, all accrued and accruing service charges as of the date of the sale of these goods, and all securing service charges as of the date of the sale of these goods. All acquired and accruing service charges as of the date of the sale of these goods, and all securing service charges as of the date of the sale of these goods, shall be paid by the customer herein the principal amount of the indebtedness, all accrued and accruing service charges as of the date of the sale of these goods, and all securing service charges as of the date of the sale of these goods. 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Terms and Conditions: This sale shall be made in accordance with all applicable laws and regulations. Customer shall be responsible for all sales tax due on sales of goods. Southern Glazer's of IN shall be entitled to recover from the customer herein the principal amount of the indebtedness, all accrued and accruing service charges as of the date of the sale of these goods. All secured licenses may be filed in Johnson or Marion county at Southern Glazer's of IN's option.

A service charge of \$30.00 will be charged on the occurrence of a bounced check. Please examine goods before signing. All claims, including shortages or damages, must be made within 15 days of delivery. DELIVERY OF GOODS CEASES WHEN GOODS ARE IN BUYER'S POSSESSION OR BUYER'S AGENT SIGNS DELIVERY RECEIPT. Such acceptance of goods confirms receipt of goods and payment. Payment is due within 15 days of invoice date. Payment is due and payable within fifteen (15) days of the invoice date, date of invoice included, if not fully paid, this and all prior invoices will, as permitted by law, bear interest or service charge from date of purchase at 1.5% per month and will result in attorney's fees will be added.

INVMSTR

SGWS Copy

Print Name

X

Signature

SOUTHERN GLAZER'S OF IN

Permits: W41-27133 & W41-27134

S DOLLAR SAVER CO-OP
O 1721 E 52ND ST
L INDIANAPOLIS IN 46205

2500

** M A S T E R I N V O I C E S **

Exp: C H A I N # 180

PAGE 39 OF 39

DLVRY INSTRUCTIONS:

P.O.#:

PHONE NUMBER INVOICE DATE
3/18/2026

LOC	CASES	BTL	SIZE	DESCRIPTION	PACK	W-LOC.	B-LOC.	PRODUCT CODE	NET CASE PRICE	NET BTL PRICE	UNIT PRICE	DIV CODE	UNIT DISCOUNT	NET AMOUNT
	1		50ML	99 DAYBREAK BREAKFAST AST 12/10PK	12			692180		6.40	109.20	002	32.40	76.80
	6		50ML	99 GOLD TEQUILA 99 10/12PK PET	10			433299		15.36	109.20	002	32.40	460.80
	1		200ML	99 PEACHES SCHNAPPS 99	48			175095		2.07	123.84	002	24.48	99.36
	1		100ML	99 PEPPERMINT SCHN 99 PET LSE	48			395645		.98	63.36	002	16.32	47.04
	1		50ML	99 PINEAPPLE SCHNAPPS 99 10/12PK	10			395103		7.68	109.20	002	32.40	76.80
	1		50ML	99 PINK LEMONADE LIQ 99 PET 10/12PK	10			576620		7.68	109.20	002	32.40	76.80
			50ML	99 WATERMELONS LIQ 99 PET 10/12PK	10			556354	1 CASE(S) BACKORDERED					
	1		50ML	99 WHIPPED CREAM SCHNAP PET10/12PK	10			282048		7.68	109.20	002	32.40	76.80
	1		100ML	99 WHIPPED LIQ 99 4/12PK	4			954016		11.76	63.36	002	16.32	47.04
TOTAL # BTL \$30,291														

| CASES

 | | BOTTLES |
| WINE GALLON | | LIQUOR GALLON | | BEER GALLON | | INVOICE NO. | | CHAIN NO | | NET AMOUNT | | DUE DATE | | TOTAL DISCOUNT | | PAY THIS AMOUNT | |

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-------------|-------------|--|---------------|--|-------------|--|--------------------|--|----------|--|------------|--|------------|--|----------------|--|-----------------|--|
| PAGE TOTAL

 | ORDER TOTAL | PAGE TOTAL | ORDER TOTAL
| | | | | 28 | | | | | | | | | | | | | |
| 13

 | 2561 | |
| | | | | | | DOLLAR SAVER CO-OP | | | | 39 | | 476,530.36 | | | | | |
| <p>Terms and conditions: This sale shall be made in accordance with all applicable laws and regulations. Customer shall be responsible for all sales tax due on sales of goods and services. Customer shall be responsible for all shipping and handling charges. Customer shall be responsible for all damage to goods and services. Customer shall be responsible for all loss of goods and services. Customer shall be responsible for all theft of goods and services. Customer shall be responsible for all fraud of goods and services. Customer shall be responsible for all forgery of goods and services. Customer shall be responsible for all counterfeiting of goods and services. Customer shall be responsible for all piracy of goods and services. Customer shall be responsible for all trademark infringement of goods and services. Customer shall be responsible for all patent infringement of goods and services. Customer shall be responsible for all copyright infringement of goods and services. Customer shall be responsible for all trade secret infringement of goods and services. Customer shall be responsible for all unfair competition of goods and services. Customer shall be responsible for all deceptive trade practices of goods and services. Customer shall be responsible for all false advertising of goods and services. Customer shall be responsible for all false labeling of goods and services. Customer shall be responsible for all false marketing of goods and services. Customer shall be responsible for all false promotion of goods and services. Customer shall be responsible for all false discount of goods and services. Customer shall be responsible for all false sale of goods and services. Customer shall be responsible for all false offer of goods and services. Customer shall be responsible for all false claim of goods and services. Customer shall be responsible for all false statement of goods and services. 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Southern Glazer's of IN
3901 Hanna Circle
Indianapolis, IN 46241
800-276-5148
Permits: W41-27133 & W41-27134

REMIT TO:
PO BOX # 947860
ATLANTA GA 30394-7860

Stop #:
Route #:
Delivered By:
Sales Person:
Sales Person Phone:

INVOICE
4764187

1
131
Linsey Morgan
331

SOLD TO	
SOBRO SPIRITS 1721 E 82ND ST C/O: UNIFIED CAPITAL INVESTMENT COR INDIANAPOLIS IN 46205	

SHIP TO	
SOBRO SPIRITS 1721 E 82ND ST INDIANAPOLIS IN 46205 317-255-7038	

Invoice Notes: V_DOLLAR SAVER CO-OP
Customer Notes: WILL NOT ACCEPT DEL PAST 3PM

PO NUMBER	DEX	PERMIT	PERMIT EXP	INVOICE DATE	DELIVERY DATE/TIME
	N	49-02137	3/12/27	3/18/2025	3/18/25 8:46 AM
ACCOUNT#	VENDOR#	COUNTY	REFERENCE#		
3167					

CS/RT	ITEM	UNIT NET PRICE	UNIT DISCOUNT	UNIT AMOUNT	TAXES	TOTAL
3 / 0	APEROL APERITIVO 22 ITEM#: 557366 BPC: 6 - 750ML	133.50 22.25	12.00 2.00	121.50 20.25	0.00	364.50
1 / 0	APEROL APERITIVO 22 ITEM#: 996122 BPC: 12 - 375ML	161.91 13.49	18.00 1.50	143.91 11.99	0.00	143.91
1 / 0	BARTON VODKA 80 PET ITEM#: 199673 BPC: 24 - 375ML	79.02 3.33	29.52 1.23	50.40 2.10	0.00	50.40
1 / 0	BASIL HAYDEN RYE GOLDEN 80 ITEM#: 693836 BPC: 6 - 750ML	243.00 40.50	49.50 8.25	193.50 32.25	0.00	193.50
1 / 0	BASIL HAYDENS BBN TOAST 80 ITEM#: 524720 BPC: 6 - 750ML	206.86 47.81	76.92 12.82	209.94 34.99	0.00	209.94
3 / 0	BASIL HAYDENS BBN 80 ITEM#: 524892 BPC: 12 - 750ML	486.00 40.50	171.10 14.26	314.90 26.24	0.00	944.70
1 / 0	BASIL HAYDENS BBN 80 ITEM#: 481699 BPC: 12 - 375ML	231.00 19.25	38.04 3.17	192.96 16.08	0.00	192.96
7 / 0	BEAMS 8 STAR BLEND 80 PET ITEM#: 1435 BPC: 6 - 1.75L	97.50 16.25	27.50 4.58	70.00 11.67	0.00	490.00
1 / 0	BEAMS 8 STAR BLEND 80 PET ITEM#: 201935 BPC: 24 - 375ML	85.21 3.55	13.21 0.55	72.00 3.00	0.00	72.00
1 / 0	CABO WABO TEQ BLANCO 80 ITEM#: 622102 BPC: 6 - 750ML	148.44 24.74	13.50 2.25	134.94 22.49	0.00	134.94
1 / 0	CABO WABO TEQ REPOSADO 80 ITEM#: 538662 BPC: 6 - 750ML	179.94 29.99	22.44 3.74	157.50 26.25	0.00	157.50
1 / 0	CHI CHIS LONG ISLAND ICED TE ITEM#: 56708 BPC: 6 - 1.75L	60.00 10.00	18.54 3.09	41.46 6.91	0.00	41.46
2 / 0	CUERVO AUTH MARG LIME 19.9 P ITEM#: 371779 BPC: 6 - 1.75L	94.50 15.75	27.00 4.50	67.50 11.25	0.00	135.00
1 / 0	DEKUYPER PUCKER SOUR APPLE 8 ITEM#: 15003 BPC: 12 - 750ML	146.88 12.24	38.88 3.24	108.00 9.00	0.00	108.00
1 / 0	FLEISCHMANN'S GIN 80 ITEM#: 11098 BPC: 48 - 200ML	109.92 2.29	19.20 0.40	90.72 1.89	0.00	90.72
0 / 0	FLEISCHMANN'S GIN 80 FLASK ITEM#: 15312 BPC: 24 - 375ML 1 CASE(S) BACKORDERED, REORDER	0.00	0.00	0.00	0.00	0.00
1 / 0	FLEISCHMANN'S GIN 80 PET ITEM#: 11094 BPC: 6 - 1.75L	94.50 15.75	27.96 4.66	66.54 11.09	0.00	66.54
1 / 0	GRAN CORAMINO TEQ REPOSADO 8 ITEM#: 633147 BPC: 6 - 750ML	193.45 32.24	13.50 2.25	179.95 29.99	0.00	179.95

1 / 0	GRAN CORAMINO TEQ REPOSADO 8 ITEM#: 633148 BPC: 12 - 375ML	234.00 19.50	27.00 2.25	207.00 17.25	0.00	207.00
0 / 0	HARD TRUTH BBN SM STRAIGHT 7 ITEM#: 698105 BPC: 6 - 750ML 1 CASE(S) BACKORDERED, REORDER	0.00	0.00	0.00	0.00	0.00
0 / 0	HARD TRUTH BBN SM WHEATED 7Y ITEM#: 698104 BPC: 6 - 750ML 1 CASE(S) BACKORDERED, REORDER	0.00	0.00	0.00	0.00	0.00
0 / 0	HARD TRUTH RYE SM 7Y 112.3 ITEM#: 698106 BPC: 6 - 750ML 1 CASE(S) BACKORDERED, REORDER	0.00	0.00	0.00	0.00	0.00
1 / 0	JAGERMEISTER LIQ70 SLV 4/12P ITEM#: 961032 BPC: 4 - 200ML	295.00 73.75	69.00 17.25	226.00 56.50	0.00	226.00
1 / 0	JAGERMEISTER 70 ITEM#: 35253 BPC: 12 - 750ML	259.00 21.58	79.00 6.58	180.00 15.00	0.00	180.00
1 / 0	JAGERMEISTER 70 ITEM#: 602546 BPC: 12 - 375ML	125.00 10.42	34.00 2.83	91.00 7.58	0.00	91.00
2 / 0	JIM BEAM BBN HONEY 65 ITEM#: 948374 BPC: 12 - 750ML	233.05 19.42	62.05 5.17	171.00 14.25	0.00	342.00
1 / 0	JIM BEAM BOURBON 80 ITEM#: 975691 BPC: 12 - 750ML	233.05 19.42	62.05 5.17	171.00 14.25	0.00	171.00
8 / 0	JIM BEAM BOURBON 80 PET ITEM#: 2801 BPC: 12 - 750ML	233.05 19.42	62.05 5.17	171.00 14.25	0.00	1,368.00
1 / 0	JIM BEAM BOURBON 80 PET ITEM#: 228619 BPC: 24 - 375ML	247.92 10.33	71.76 2.99	176.16 7.34	0.00	176.16
1 / 0	JIM BEAM BOURBON 80 PET ITEM#: 309090 BPC: 48 - 200ML	265.44 5.53	53.28 1.11	212.16 4.42	0.00	212.16
1 / 0	JIM BEAM BOURBON 80 12/10PK ITEM#: 1447 BPC: 12 - 50ML	147.59 12.30	17.73 1.48	129.86 10.82	0.00	129.86
2 / 0	JOSE CUERVO TEQ ESP GOLD 80 ITEM#: 168825 BPC: 6 - 1.75L	193.50 32.25	27.00 4.50	166.50 27.75	0.00	333.00
3 / 0	JOSE CUERVO TEQ ESP GOLD 80 ITEM#: 406720 BPC: 12 - 750ML	223.20 18.60	52.20 4.35	171.00 14.25	0.00	513.00
1 / 0	JOSE CUERVO TEQ ESP SILVER 8 ITEM#: 168827 BPC: 12 - 1L	265.56 22.13	53.43 4.45	212.13 17.68	0.00	212.13
2 / 0	JOSE CUERVO TEQ TRAD REPOSAD ITEM#: 191565 BPC: 6 - 1.75L	284.45 47.41	73.00 12.17	211.45 35.24	0.00	422.91
1 / 0	JOSE CUERVO TEQ TRAD REPOSAD ITEM#: 153138 BPC: 12 - 750ML	304.20 25.35	79.20 6.60	225.00 18.75	0.00	225.00
1 / 0	KIM CRAWFORD SAUV BL ILLUM(S) ITEM#: 679887 BPC: 12 - 750ML	207.00 17.25	72.00 6.00	135.00 11.25	0.00	135.00
1 / 0	KNOB CREEK BBN SMOKED MAPLE ITEM#: 985824 BPC: 6 - 750ML	225.25 37.54	99.31 16.55	125.94 20.99	0.00	125.94
5 / 0	KNOB CREEK BBN 100 ITEM#: 986040 BPC: 6 - 750ML	225.25 37.54	99.31 16.55	125.94 20.99	0.00	629.94
1 / 0	LALO TEQUILA BLANCO 80 ITEM#: 693555 BPC: 6 - 750ML	228.00 38.00	30.65 5.11	197.35 32.89	0.00	197.35
1 / 0	LUXARDO MARASCHINO 64 6P ITEM#: 650981 BPC: 6 - 750ML	187.50 31.25	11.46 1.91	176.04 29.34	0.00	176.04
2 / 0	MAKERS MARK BBN 90 ITEM#: 3289 BPC: 24 - 200ML	202.75 8.45	50.15 2.09	152.60 6.36	0.00	305.60
1 / 0	MAKERS MARK BBN 90 SQUARE ITEM#: 13806 BPC: 12 - 375ML	191.75 15.98	47.12 3.93	144.63 12.05	0.00	144.63
9 / 0	MAKERS MARK BOURBON 90 ITEM#: 9997 BPC: 6 - 1.75L	346.16 57.69	121.22 20.20	224.94 37.49	0.00	2,024.94
2 / 0	MAKERS MARK BOURBON 90 ITEM#: 9999 BPC: 12 - 750ML	327.52 27.29	102.64 8.55	224.88 18.74	0.00	441.88
2 / 0	MAKERS 46 BOURBON 94 ITEM#: 294498 BPC: 6 - 750ML	229.50 38.25	103.56 17.26	125.94 20.99	0.00	25.94

Sub invoice

1 / 0	MI CAMPO TEQ REPOSADO 80 ITEM#: 921662 BPC: 6 - 1L	132.00 22.00	18.00 3.00	114.00 19.00	0.00	114.00
1 / 0	OLD GRAND DAD BOURBON 100 ITEM#: 1343 BPC: 12 - 750ML	231.72 19.31	24.72 2.06	207.00 17.25	0.00	207.00
2 / 0	OLD GRAND DAD BOURBON 114 ITEM#: 641897 BPC: 6 - 750ML	134.94 22.49	17.94 2.99	117.00 19.50	0.00	234.00
0 / 0	OLE SMOKY WSKY BANANA 60 ITEM#: 590573 BPC: 6 - 750ML 1 CASE(S) BACKORDERED, REORDER	0.00	0.00	0.00	0.00	0.00
1 / 0	OLE SMOKY WSKY SALTY CARAMEL ITEM#: 433995 BPC: 6 - 750ML	129.50 21.58	30.50 5.08	99.00 16.50	0.00	99.00
1 / 0	OTR MARGARITA HORNITOS 40 ITEM#: 918485 BPC: 12 - 375ML	124.08 10.34	34.17 2.85	89.91 7.49	0.00	89.91
1 / 0	OTR OLD FASHIONED CKTL 70 KN ITEM#: 918254 BPC: 12 - 375ML	124.08 10.34	34.17 2.85	89.91 7.49	0.00	89.91
0 / 0	RUSSELLS RSV BBN 10YR 90 ITEM#: 323574 BPC: 6 - 750ML 3 CASE(S) BACKORDERED, REORDER	0.00	0.00	0.00	0.00	0.00
0 / 0	SAUZA HACIENDA TEQ GOLD 80 ITEM#: 986293 BPC: 12 - 750ML	215.52 17.96	98.61 8.22	116.91 9.74	0.00	0.00
0 / 0	SKOL VODKA 80 ITEM#: 11146 BPC: 12 - 750ML 1 CASE(S) BACKORDERED, REORDER	0.00	0.00	0.00	0.00	0.00
1 / 0	SUNTORY WHISKY TOKI 86 ITEM#: 412171 BPC: 6 - 750ML	210.00 35.00	46.98 7.83	163.02 27.17	0.00	163.02
1 / 0	SVEDKA VODKA 100 ITEM#: 659137 BPC: 6 - 1.75L	121.50 20.25	49.50 8.25	72.00 12.00	0.00	72.00
1 / 0	TEN HIGH BBN A BLEND 80 SQ P ITEM#: 373092 BPC: 6 - 1.75L	86.52 14.42	31.92 5.32	54.60 9.10	0.00	54.60
6 / 0	TEREMANA TEQ ANEJO SM BAT 80 ITEM#: 532306 BPC: 6 - 750ML	224.95 37.49	40.15 6.69	184.80 30.80	0.00	1,108.80
3 / 0	TEREMANA TEQ BLANCO SB 80 ITEM#: 524229 BPC: 6 - 1.75L	292.50 48.75	45.00 7.50	247.50 41.25	0.00	742.50
1 / 0	TEREMANA TEQ BLANCO SB 80 ITEM#: 964708 BPC: 12 - 375ML	160.00 13.33	27.40 2.28	132.60 11.05	0.00	132.60
6 / 0	TITOS HANDMADE VODKA 80 ITEM#: 46533 BPC: 12 - 750ML	251.04 20.92	63.84 5.32	187.20 15.60	0.00	1,123.20
1 / 0	TITOS HANDMADE VODKA 80 ITEM#: 294737 BPC: 12 - 375ML	124.08 10.34	40.08 3.34	84.00 7.00	0.00	84.00
2 / 0	TITOS HANDMADE VODKA 80 ITEM#: 46594 BPC: 24 - 200ML	144.00 6.00	43.20 1.80	100.80 4.20	0.00	201.60
1 / 0	TITOS HANDMADE VODKA 80 5/12 ITEM#: 974536 BPC: 5 - 50ML	83.00 16.60	11.00 2.20	72.00 14.40	0.00	72.00
0 / 0	UV VODKA BLUE RASPBERRY 60 P ITEM#: 602615 BPC: 24 - 200ML 1 CASE(S) BACKORDERED, REORDER	0.00	0.00	0.00	0.00	0.00
1 / 0	VERY OLD BARTON BBN 100 ITEM#: 426626 BPC: 12 - 750ML	147.00 12.25	12.00 1.00	135.00 11.25	0.00	135.00
2 / 0	YELLOW TAIL CABERNET SAUVIGN ITEM#: 9415 BPC: 6 - 1.5L	72.00 12.00	24.00 4.00	48.00 8.00	0.00	96.00
1 / 0	YELLOW TAIL CHARDONNAY ITEM#: 59572 BPC: 6 - 1.5L	72.00 12.00	24.00 4.00	48.00 8.00	0.00	48.00
1 / 0	ZING ZANG BLOODY MARY MIX PE ITEM#: 972007 BPC: 12 - 32Z	60.00 5.00	9.70 0.81	50.30 4.19	0.00	50.30
1 / 0	1792 BBN SMALL BATCH 93.7 ITEM#: 381109 BPC: 6 - 750ML	180.00 30.00	49.50 8.25	130.50 21.75	0.00	130.50
1 / 0	1800 ULTIMATE MARG PINEAPPLE ITEM#: 636091 BPC: 6 - 1.75L	106.50 17.75	21.00 3.50	85.50 14.25	0.00	85.50
2 / 0	1800 ULTIMATE MARG RTD BK CH ITEM#: 634425 BPC: 6 - 1.75L	106.50 17.75	21.00 3.50	85.50 14.25	0.00	171.00

1 / 0	1800 ULTIMATE MARG RTD LIME ITEM#: 636100 BPC: 6 - 1.75L	106.50 17.75	21.00 3.50	85.50 14.25	0.00	85.50
1 / 0	1800 ULTIMATE MARG RTD PEACH ITEM#: 636099 BPC: 6 - 1.75L	106.50 17.75	21.00 3.50	85.50 14.25	0.00	85.50
1 / 0	99 APPLE WHISKY 99 10/12PK P ITEM#: 433296 BPC: 10 - 50ML	109.20 10.92	32.40 3.24	76.80 7.68	0.00	76.80
1 / 0	99 BANANAS SCHNAPPS 99 4/12P ITEM#: 976369 BPC: 4 - 100ML	63.36 15.84	16.32 4.08	47.04 11.76	0.00	47.04
1 / 0	99 BLUE RASPBERRY LIQ 99 PET ITEM#: 969867 BPC: 10 - 50ML	109.20 10.92	32.40 3.24	76.80 7.68	0.00	76.80
1 / 0	99 GOLD TEQUILA 99 10/12PK P ITEM#: 433299 BPC: 10 - 50ML	109.20 10.92	32.40 3.24	76.80 7.68	0.00	76.80
1 / 0	99 PEACHES SCHNAPPS 99 ITEM#: 175095 BPC: 48 - 200ML	123.84 2.58	24.48 0.51	99.36 2.07	0.00	99.36
1 / 0	99 PINEAPPLE SCHNAPPS 99 10/ ITEM#: 395103 BPC: 10 - 50ML	109.20 10.92	32.40 3.24	76.80 7.68	0.00	76.80
0 / 0	99 WATERMELONS LIQ 99 PET 10 ITEM#: 556354 BPC: 10 - 50ML 1 CASE(S) BACKORDERED, REORDER	0.00	0.00	0.00	0.00	0.00
1 / 0	99 WHIPPED CREAM SCHNAP PET 1 ITEM#: 282048 BPC: 10 - 50ML	109.20 10.92	32.40 3.24	76.80 7.68	0.00	76.80
0 / 1	BAR DOG PINOT GRIGIO 22 ITEM#: 589557 BPC: 12 - 750ML	10.94	0.44	10.50	0.00	10.50
0 / 1	SERVICE FEE ITEM#: 126161 BPC: 1 -	10.00	0.00	10.00	0.00	10.00

* Delivery Exception (Quantity was shorted at time of delivery)

TOTAL QNTY	TOTAL GROSS AMT	TOTAL DISCOUNTS	TOTAL NET AMOUNT	TOTAL TAXES	TOTAL DELIVER
128/1	25,591.96	6,740.43	18,851.53	0.00	0.00

PAYMENT DUE DATE

4/2/26

PAY THIS AMOUNT

18,851.53

PAYMENT TERMS: NET 15 DAYS

TERMS AND CONDITIONS	TERMS
Buyer represents that it is authorized under applicable law to purchase all the products delivered in this invoice; and, that all such products were ordered by buyer and have been received without any damage, unless noted on invoice at time of delivery. SELLER EXPRESSLY DISCLAIMS ANY WARRANTY, INCLUDING OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BUYER WAIVES CONSEQUENTIAL, PUNITIVE, TREBLE, OR STATUTORY DAMAGES OR PENALTIES. The parties agree to arbitrate any disputes between them on an individual basis in Miami, FL before the American Arbitration Association in accordance with its Commercial Arbitration Rules. The parties each waive the right to serve as a class or PAGA representative or to participate in a class or collective action in any legal proceeding between them.	If not paid according to invoice terms, seller may revoke credit, rescind discounts, report buyer as delinquent to appropriate agencies, and, if seller prevails, recover its costs of collection and attorney's fees. Returned checks are subject to the terms of the highest rate permitted or required by law, or 1.5% per month pro-rata. Buyer hereby grants, as security for the payment of the purchase price, a lien on and security interest in all right, title, and interest of the buyer in the products delivered with this invoice. The security interest granted constitutes a PMSI under the UCC. Any terms in conflict with or prohibited by applicable law are void.

NO CLAIMS FOR SHORTAGES WILL BE ALLOWED UNLESS INSPECTED AND NOTED AT TIME OF DELIVERY

[Signature]

Henry

Wednesday, 3/18/26
DATE

Antes, Christopher

From: hometown liquor <hometown3463@gmail.com>
Sent: Thursday, March 19, 2026 10:50 AM
To: ATC-Rules
Subject: Supporting Rule 32.1

EXTERNAL EMAIL: This email was sent from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

We are all Indiana small business's owners trying serve our state and Costumers best way buying under rule 32.1 so can provide Coustmer on lower buying price from convenience store . If Every small business have right buying . Only that makes buisness stay in business. Our state leaders want to grow Indiana bigger in buisness industry . If larger wholesalers keep taking a place of Indiana small buisness. It is not convince for even Indiana residents. Not everyone can drive to buy daily uses from Larger chain stores ; Since gas prices are not cheap . If we are not buying under rule 32.1 . It is going impact small businesses owner and also same time affecting a cost for buyer . Rule 32.1 is not effecting bigger chain store and wholesaler either way . We wish our state leaders have think about same time about small business owner and Indiana residents keep convince for local industry.

Thanks

Antes, Christopher

From: ANMOL Chahal <store3@mooseliqor.com>
Sent: Thursday, March 19, 2026 3:30 PM
To: ATC-Rules
Subject: IN SUPPORT OF RULE 32.1

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Hello,

My name is Gurpreet Singh, and i operate Prime Spirits & Wine, in Noblesville, Indiana, in association with Co-Op Marine.

I am writing to express my support for Rule 32.1. As a local business owner, I believe this rule will positively impact on small businesses like mine by improving operational flexibility and allowing us to better serve our customers.

This change would create a more competitive and fair marketplace, enabling independent retailers to adapt to customer demands, offer better product selections, and remain competitive with larger chains. Ultimately, this benefits both businesses and consumers in our community.

Thank you for your consideration.

Sincerely,
Gurpreet Singh.

Antes, Christopher

From: German, Jacob <Jacob.German@btlaw.com>
Sent: Thursday, March 19, 2026 10:00 PM
To: ATC-Rules
Cc: Allen, Jessica; Burdick, Brian
Subject: RE: Rule 32.1 Written Testimony - BRL
Attachments: Rule 32.1 Testimony_BRL.pdf

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Melissa,

Hope you are doing well. There was a typographical error in the submission today – the date of the suggested grandfather period was listed as March 12, **2026** instead of **2027**. Not sure it matters, as I would expect people would understand a one year grandfather period ends in 2027. But I did correct that typo in the attached.

Best,

Jake



Jacob German, Partner

Direct: (317) 231-7538 | **Email:** Jacob.German@btlaw.com

11 South Meridian Street, Indianapolis, IN 46204

Atlanta | Baltimore | Boston | Chicago | Dallas | Delaware | Denver | Florida | Indiana | Los Angeles | Michigan | Minneapolis
Nashville | New Jersey | New York | Ohio | Philadelphia | Phoenix | Raleigh | Salt Lake City | San Diego | Washington, D.C.

From: ATC-Rules <ATC-Rules@atc.IN.gov>
Sent: Thursday, March 19, 2026 8:53 AM
To: German, Jacob <Jacob.German@btlaw.com>; ATC-Rules <ATC-Rules@atc.IN.gov>
Cc: Allen, Jessica <JeAllen@atc.IN.gov>; Burdick, Brian <Brian.Burdick@btlaw.com>
Subject: [EXTERNAL] RE: Rule 32.1 Written Testimony - BRL

Thank you, Mr. German. We have received your comments and greatly appreciate your feedback. Your comments will be posted on ATC's Rulemaking Docket at the following link:

<https://www.in.gov/atc/rulemaking-docket/>

Very truly yours,

Melissa A. Beaucaire

General Counsel
Indiana Alcohol and Tobacco Commission
302 W. Washington Street
Room E-114

Indianapolis, IN 46204
Phone: (317) 941-4462
Email: MeBeaucaire@atc.IN.gov

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From: German, Jacob <Jacob.German@btlaw.com>
Sent: Thursday, March 19, 2026 11:23 AM
To: ATC-Rules <ATC-Rules@atc.IN.gov>
Cc: Allen, Jessica <JeAllen@atc.IN.gov>; Burdick, Brian <Brian.Burdick@btlaw.com>
Subject: Rule 32.1 Written Testimony - BRL

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Please let this serve as written testimony submitted by Big Red Liquor. Looking forward to working on this together.

Would appreciate confirmation/receipt when you have time.

Best,

Jake



Jacob German, Partner
Direct: (317) 231-7538 | **Email:** Jacob.German@btlaw.com
11 South Meridian Street, Indianapolis, IN 46204

Atlanta | Baltimore | Boston | Chicago | Dallas | Delaware | Denver | Florida | Indiana | Los Angeles | Michigan | Minneapolis
Nashville | New Jersey | New York | Ohio | Philadelphia | Phoenix | Raleigh | Salt Lake City | San Diego | Washington, D.C.

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BARNES & THORNBURG LLP

11 S. Meridian Street

Indianapolis, IN 46204-3535 U.S.A.

(317) 236-1313

Fax (317) 231-7433

March 19, 2026

Sent via email: atc-rules@atc.in.gov

Indiana Alcohol and Tobacco Commission
Attn: Melissa Beaucaire, General Counsel
Indiana Government Center South Building
302 West Washington Street, Room E114
Indianapolis, IN 46204

RE: Rule 32.1 – Cooperative Purchasing

To whom it may concern:

We represent TWG BRL, LLC (“BRL”), and we are submitting this letter to the Indiana Alcohol and Tobacco Commission (“ATC”) for the purpose of providing comment on the proposed readoption of Rule 32.1 Group Purchasing Agreements. Group purchasing agreements governed by Rule 32.1 and associated regulations (905 IAC) remain a critical mechanism for ensuring affordable access to necessary goods and supplies, particularly for smaller entities that lack the bargaining power to negotiate competitive prices on their own. By participating in group purchasing, co-ops and similar organizations can leverage collective buying power to achieve favored product pricing, promote efficiency, and foster resource sharing, which ultimately benefits members and the broader community. This collaborative approach has proven effective in supporting operational needs and advancing the principle of mutual benefit. BRL supports cooperative purchasing as a general matter, including the continued exclusion of beer. However, we believe the industry has changed so substantially since 1985 when the original statute was adopted (and 1996 when Rule 32 was repealed and replaced with Rule 32.1 and the subsequent expansion in 2020), coupled with the public safety, product control, industry best practices and market equity concerns that have eroded due to permittee activity in recent years, make it advisable to amend Rule 32.1 presently to protect the public and market integrity.

It is increasingly evident that the unchecked proliferation of co-op groups forming under the current regulatory framework and their activity has extended far beyond the original intent of Rule 32 (now Rule 32.1), as first established in 1985. That rule was designed to empower smaller entities to participate in group purchasing for efficiency and affordability, yet always within a context of strong regulatory oversight, product control, and clear safety standards. Today, with minimal restrictions on the number of members or location of transactions, there now exists a multitude of groups whose activities significantly diverge from the needs and public safety

considerations that were anticipated at the Rule's inception. The changes made in 2020 turned out to be a well-intentioned, but misguided attempt to solve a logistical challenge. Most notably, it resulted in the widespread practice of conducting alcohol deliveries and distributions out of the back of trucks in parking lots, beyond the scope, requirements, and public policy found in Title 7.1 and 905 IAC floorplan requirements. In fact, these uncontrolled environments create what can only be described as the 'Wild West' of alcohol delivery—conditions more akin to an unregulated, third-world marketplace than to the orderly system intended for the distribution of a controlled substance. Such practices are inherently unsafe, exposing both participants, the general public to unnecessary risks, and fall outside best practices for supply chain management and compliance with Indiana's intended regulatory standards. Indeed, wholesalers have reported guns being brandished at these delivery sites. Furthermore, minors are permitted in these spaces, whereas they are not permitted within the footprint of the physical structure of a packaged liquor store (the intended footprint). The result is unacceptable public safety and an institutional lack of product control that belies the statutory construct of Title 7.1 and commonsense.

At the March 12 public hearing on this Rule, the Commission heard from retailers about how any change to Rule 32.1 would put them out of business. BRL knows this is an emotional topic and chose to submit this written testimony as opposed to presenting these views in an environment where emotion would reign. However, BRL has been a part of this regulated community fabric for many years, and like the legislature and the ATC, has heard the repeated argument that ANY change to the status quo would result in businesses closing. In truth, this has never come true. In fact, the experience of recent policy updates in Indiana demonstrates that carefully considered regulatory amendments can modernize alcohol control without destroying the viability of small, independent liquor stores. For example, the introduction of Sunday sales allowed retailers to operate an additional day, providing increased convenience to consumers while allowing independent operators the flexibility to compete. Similarly, permitting Election Day alcohol sales removed a longstanding restriction without undermining small businesses or negatively impacting public safety. Most recently, it was asserted that if Total Wine and Spirits was to become a permittee in Indiana the result would be closure of countless package liquor stores. In each case, initial concerns about adverse impacts on small liquor stores gave way to a more balanced reality, in which these establishments continued to thrive by adapting to updated rules. Put another way, the sky did not fall.

Given these public safety and product control concerns, we request the ATC consider amending 905 IAC to reestablish commonsense safeguards and clear, enforceable requirements for co-ops wishing to continue group purchasing activities. Chief among these, co-ops should be required to collectively invest in proper warehouse facilities that meet all regulatory standards, thereby ensuring safe, secure, and efficient product receipt, storage, and distribution. Establishing a shared warehouse space would directly address public safety risks by shifting deliveries away from uncontrolled parking lots to compliant, monitored, and enclosed structures. This approach not only mitigates liability concerns associated with ad hoc distribution methods but also reinforces

the level of organizational responsibility and accountability expected from group purchasers handling a controlled substance. By modernizing the relevant regulations, Indiana can ensure that group purchasing continues to provide collaborative benefits, while remaining within the structure and spirit of the law—reforming a potentially unregulated system into one defined by transparency and best practices. To accomplish this, the co-op members should be permitted to split the cost, both capital and operational, which results in a minimal investment to bring us back to a professional standard of product control and management.

To realign with the intent of cooperative purchasing under the statute, it is advisable to introduce amendments to Rule 32.1 that restrict the number of participants within any single co-op and limit the geographic footprint in which a co-op may operate. Today we have co-ops with dozens of members and permittees that are members of multiple co-ops. By imposing reasonable limitations on membership size, regulators can ensure that group purchasing activities remain manageable and facilitate more robust oversight, reducing risks associated with oversized or loosely organized co-ops. Crucially, any amendment should require that all products involved in group purchases come to rest at a designated warehouse facility before being distributed to individual members. This requirement would provide an added layer of safety and quality control, ensuring proper product documentation and handling while eliminating risks posed by today's practice of direct deliveries in uncontrolled parking lots. Finally, entities should not be permitted to participate in multiple co-ops simultaneously, as overlapping memberships can undermine regulatory oversight, make accountability more difficult to establish, and allow participants to circumvent purchasing restrictions designed to protect the public interest.

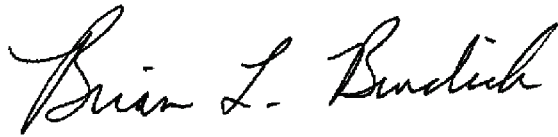
From BRL's perspective, this is also an issue of equity. BRL, like other permittees, has instituted best practices for public safety and product control, operating out of warehouses where deliveries are made and from where product is transported to its stores, never leaving its care, custody, or control. Its owners made these investments and signed the personal guarantees necessary to borrow money to operate with the public's interest always front of mind. We ask the ATC to raise the product control and public safety bar back to an acceptable (and expected) standard. It is an honor to be a permittee, not a right, and "cheaper and easier" should not be the guiding regulatory principle, but rather compliance, market integrity, and public safety. Again, BRL is supportive of cooperative purchasing modernized to raise the bar of professionalism back to the level and standard demanded by the intent of Title 7.1 and expected by our legislature and citizens when handling a controlled substance. Due to the degradation of control standards and current co-op practices, we understand there will be disruption to current businesses and we specifically do not want that, so we recommend that the current practice be grandfathered until March 12, 2027 to allow these co-ops to establish appropriate warehouse space.

In summary, while the group purchasing model embodied in Rule 32.1 and related regulations has been instrumental in supporting independent retailers since its inception in 1985, the current realities demand meaningful modernization. The unchecked growth of co-ops, proliferation of unsafe parking lot delivery practices outside 905 IAC and Title 7.1 floorplan

requirements, and the evolution toward a loosely regulated market has created risk to public safety and regulatory accountability that cannot be ignored. By amending 905 IAC and Rule 32.1 to require the use of compliant warehouse facilities, limit co-op size and geographic reach, and prohibit overlapping memberships, Indiana can restore the spirit of collaborative benefit the law was meant to provide, all while reestablishing oversight and safe, orderly alcohol distribution consistent with the statutory framework and public policy goals of Title 7.1. The Indiana experience with Sunday sales, Election Day sales, and the launch of Total Wine and Spirits demonstrates that smart, well-considered reforms can enhance market function and consumer convenience without undermining small, independent businesses. Adopting these focused amendments will reinforce transparency, safety, and operational integrity within the group purchasing system, maintaining a fair, competitive, and well-regulated marketplace for all.

Please contact us with any further questions. We would welcome the opportunity to continue to work on this important issue with the ATC.

Sincerely,

A handwritten signature in black ink that reads "Brian L. Burdick". The signature is fluid and cursive, with the first name "Brian" being the most prominent.

Brian L. Burdick

A handwritten signature in blue ink that reads "Jacob A. German". The signature is fluid and cursive, with the first name "Jacob" being the most prominent.

Jacob A. German

Antes, Christopher

From: vinayak spirit inc <finewine.liquor1@gmail.com>
Sent: Thursday, March 19, 2026 10:17 PM
To: ATC-Rules
Subject: Supporting rules 32.1

Caution: The sender name (vinayak spirit inc) is different from their email address (finewine.liquor1@gmail.com), which may indicate an impersonation attempt. Verify the email's authenticity with the sender using your organization's trusted contact list before replying or taking further action.

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Name - sanjaykumar patel
Store name - fine wine & liquor
Address- fresh license is in escrow

Antes, Christopher

From: vinayak spirit inc <finewine.liquor1@gmail.com>
Sent: Thursday, March 19, 2026 10:20 PM
To: ATC-Rules
Subject: Supporting rule 32.1

Caution: The sender name (vinayak spirit inc) is different from their email address (finewine.liquor1@gmail.com), which may indicate an impersonation attempt. Verify the email's authenticity with the sender using your organization's trusted contact list before replying or taking further action.

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Name - sanjaykumar patel
Store name - fine wine & liquor 2
Address- fresh license is it in escrow

Antes, Christopher

From: GURPREET SINGH <hrkholdingsllc@gmail.com>
Sent: Thursday, March 19, 2026 3:31 PM
To: ATC-Rules
Subject: IN SUPPORT OF RULE 32.1

EXTERNAL EMAIL: This email was sent from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Hello,

My name is Gurpreet Singh, and i operate Prime Spirits & Wine, in Noblesville, Indiana, in association with Co-Op Marine.

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Thank you for your consideration.

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Gurpreet Singh.