

1 Mark S. Bostick (Bar No. 111241)
Leonard E. Marquez (Bar No. 206885)
2 **WENDEL, ROSEN, BLACK & DEAN LLP**
1111 Broadway, 24th Floor
3 Oakland, California 94607-4036
Telephone: (510) 834-6600
4 Fax: (510) 834-1928
Email: mbostick@wendel.com
5 Email: lmarquez@wendel.com

6 Attorneys for Plaintiff
Michael G. Kasolas, Trustee

7
8 UNITED STATES BANKRUPTCY COURT
9 NORTHERN DISTRICT OF CALIFORNIA, OAKLAND DIVISION

10
11 In re
12 FOX ORTEGA ENTERPRISES, INC., dba
13 PERMIER CRU,
14 Debtors.

Case No. 16-40050-WJL
Chapter 7

15 MICHAEL G. KASOLAS, Trustee,
16 Plaintiff,
17 vs.
18 THUNEVIN SAS, a Simplified Joint-Stock
Company or other Business Entity Form
19 Unknown Organized and Existing under the
Laws of the Country of France,
20 Defendant.

Adversary Proceeding No.
**COMPLAINT OF TRUSTEE MICHAEL
G. KASOLAS (1) TO AVOID AND
RECOVER FRAUDULENT TRANSFERS
(Cal. Civ. Code §3439.04), (2) TO AVOID
AND RECOVER FRAUDULENT
TRANSFERS (Cal. Civ. Code § 3439.05),
(3) FOR MONEY HAD AND RECEIVED,
AND (4) FOR CONVERSION**

1 Plaintiff Michael G. Kasolas (“Trustee”), trustee of the chapter 7 bankruptcy estate of Fox
2 Ortega Enterprises, Inc., dba Premier Cru (“Debtor”), alleges as follows:

3 **JURISDICTION AND VENUE**

- 4 1. The Debtor filed a voluntary petition for relief under chapter 7 of the Bankruptcy
5 Code (Title 11 of the United States Code) on January 8, 2016 (“Petition Date”).
- 6 2. The Trustee is the duly qualified and acting trustee of the Debtor’s chapter 7 case.
- 7 3. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 1334(b)
8 and 28 U.S.C. § 157.
- 9 4. Venue is proper pursuant to 28 U.S.C. § 1409(a).
- 10 5. Claims for Relief One and Two are core proceedings pursuant to 28 U.S.C. §
11 157(b)(2)(A), (H) and (O), which seek relief under 11 U.S.C. §§ 544(b) and 550 and Rule 7001(1)
12 of the Federal Rules of Bankruptcy Procedure. Claims for Relief Three and Four are claims that
13 are related to a case under Title 11 of the United States Code.
- 14 6. Plaintiff consents to the entry of a final order or judgment by the Court on each of
15 the claims pled herein.

16 **GENERAL ALLEGATIONS**

- 17 7. The Trustee is informed and believes and thereon alleges that defendant **Thunevin**
18 **SAS (“Thunevin”)** is a simplified joint-stock company or other business entity form unknown
19 organized and existing under the laws of the Country of France, doing business in the City of
20 Saint-Emilion, France. The Trustee is informed and believes and thereon alleges that Thunevin
21 maintains a place of business at 6, rue Guadet BP 88, 33330 Saint Emilion, France.
- 22 8. The Debtor was founded in 1980 and opened its first store on Piedmont Avenue in
23 Oakland, California, where it was in the business of selling fine wines. In the 1990s, with the
24 explosion of the internet, the Debtor rose to national prominence on the wine scene. With its
25 increasing popularity, the Debtor began importing more wines from sources overseas and
26 eventually outgrew its space on Piedmont Avenue. In 1998, the Debtor relocated to a much larger
27 store in Emeryville, California and remained at that location for over 10 years. In late 2010, the
28 Debtor moved to a state of the art building on University Avenue in Berkeley, California. The

1 Debtor shipped wine throughout the United States and sourced wine from international as well as
2 domestic United States suppliers.

3 9. John Fox (“Fox”) was the Debtor’s president from 1980 through the Petition Date.

4 10. From at least 2010 through the Petition Date, Fox ran the debtor as a fraudulent
5 scheme by selling millions of dollars of phantom “pre-arrival” wine that he never purchased and
6 diverting money coming in from current customers to obtain wine for prior customers who had
7 never received their wine. On or about August 11, 2016, Fox entered into a guilty plea in his
8 criminal case (*United States v. John Fox*, United States District Court, Northern District of
9 California, Oakland Division, Case No. CR 16-281 JD). Based on the Plea Agreement, Fox was
10 sentenced to incarceration in federal prison.

11 11. Among the international suppliers to the Debtor was Thunevin, a French vineyard
12 and supplier of fine wines.

13 12. Between 2008 and 2010, the Debtor placed certain wine futures orders with
14 Thunevin (the “Orders”) for delivery of fine wines to the Debtor for resale in the United States or
15 for delivery to customers of the Debtor, many of whom were located in California.

16 13. The Orders and the associated charges to the Debtor were billed in various
17 statements (the “Statements”) which were stated in European Union euros (€EUR). True and
18 correct copies of Statements related to the Orders are attached hereto as **Exhibit A**. Those Orders
19 total not less than €451,617.60 euros over the course of at least 2008 through 2010.

20 14. Numerous payments in connection with a portion of the Orders were made by the
21 Debtor to Thunevin (the “Payments”). The Payments were made in European Union euros
22 (€EUR) and totaled approximately €119,294.19 euros, as follows:

23	Payment Date	Amount
24	November 6, 2009	€12,342.00
25	February 11, 2010	€9,306.00
26	March 19, 2010	€3,036.00
27	January 31, 2011	€25,000.00
28	May 24, 2011	€54,610.19
	September 3, 2014	€15,000.00
	Total:	€119,294.19

1 15. In or about May 2011, the Debtor received delivery—or arranged for delivery to its
2 customers for Debtor’s benefit—of certain wines that the Debtor purchased from Thunevin (the
3 “Delivered Wines”) with a value of approximately €6072.00.

4 16. The Debtor did not receive delivery of any wines or other goods or services in
5 exchange for the Payments made to Thunevin, other than the Delivered Wines. With a credit for
6 the Delivered Wines, the balance of the Payments for which the Debtor did not receive delivery of
7 any wines or other goods or services totals not less than €113,222.19, as set forth below:

8	Payments Made by Debtor	€119,294.19
9	Wine Delivered to Debtor or Debtor’s Customers	€6,072.00
10		<hr/>
11	Payments for Which Debtor Received No Value:	€113,222.19

12 17. Accordingly, the Debtor did not receive wines or other consideration for a
13 significant portion of the Payments made. The transfers made of the Debtor’s funds to Thunevin
14 by way of the Payments for which the Debtor did not receive any wine or other consideration are
15 referred to hereinafter as the “Transfers.”

16 18. At the currency exchange rate as of January 4, 2018, the €113,222.19 euros worth
17 of Transfers totals approximately \$136,642.20 dollars (\$USD).

18 **FIRST CLAIM FOR RELIEF**

19 **[Avoid and Recover Fraudulent Transfers Under Cal.**

20 **Civ. Code § 3439.04 et seq.; 11 U.S.C. §§ 544(b) and 550]**

21 19. The Trustee re-alleges and incorporates by this reference Paragraphs 1 through 17
22 above, as though fully set forth herein.

23 20. Thunevin was the initial transferee of each of the Transfers.

24 21. The Debtor made the Transfers:

25 (a) With actual intent to hinder, delay or defraud the Debtor’s creditors; and/or

26 (b) Without receiving a reasonably equivalent value in exchange for the

27 Transfers, and the Debtor either:

28 (i) Was engaged or was about to engage in a business or a transaction

1 for which the remaining assets of the Debtor were unreasonably small in relation to the business or
2 transaction; or

3 (ii) Intended to incur, or believed or reasonably should have believed
4 that the Debtor would incur, debts beyond the Debtor's ability to pay as they became due.

5 22. The Trustee may invoke 11 U.S.C. § 544(b) to avoid the Transfers under California
6 Civil Code § 3439 *et seq.* because when the subject Transfers were made at least one creditor
7 holding an unsecured claim that is allowable in the Case under 11 U.S.C. § 502 held a claim
8 against the Debtor.

9 WHEREFORE, the Trustee prays for relief as set forth below.

10 **SECOND CLAIM FOR RELIEF**

11 **[Avoid and Recover Fraudulent Transfers Under Cal.**

12 **Civ. Code § 3439.05 *et seq.*; 11 U.S.C. §§ 544(b) and 550]**

13 23. The Trustee re-alleges and incorporates by this reference Paragraphs 1 through 17
14 above, as though fully set forth herein.

15 24. Thunevin was the initial transferee of each of the Transfers.

16 25. The Debtor made the Transfers without receiving a reasonably equivalent value in
17 exchange for the Transfers.

18 26. The Debtor was insolvent at that time or the Debtor became insolvent as a result of
19 the Transfers.

20 27. The Trustee may invoke 11 U.S.C. § 544(b) to avoid the Transfers under California
21 Civil Code § 3439 *et seq.* because when the subject Transfers were made at least one creditor
22 holding an unsecured claim that is allowable in the Case under 11 U.S.C. § 502 held a claim
23 against the Debtor.

24 WHEREFORE, the Trustee prays for relief as set forth below.

25 **THIRD CLAIM FOR RELIEF**

26 **(Money Had and Received)**

27 28. The Trustee re-alleges and incorporates by this reference Paragraphs 1 through 17
28 above, as though fully set forth herein.

1 29. Thunevin received money, by virtue of the Transfers, that was intended to be used
2 for the benefit of the Debtor, including, but not limited to, for the payment of wine futures Orders
3 placed with Thunevin and for the future shipment or release of such wines.

4 30. The money was not used for the benefit of the Debtor.

5 31. Thunevin has not given the money to the Debtor or the Trustee.

6 32. The Trustee hereby demands delivery of the wines for which the Debtor paid or
7 else repayment of the money paid to Thunevin for which the Debtor did not receive consideration.

8 33. As a direct and proximate result of the above acts or omissions on the part of
9 Thunevin, the Debtor has suffered damages of not less than €113,222.19 euros, or approximately
10 \$136,642.20 United States dollars, based on the currency exchange rate as of January 4, 2018.

11 WHEREFORE, the Trustee prays for relief as set forth below.

12 **FOURTH CLAIM FOR RELIEF**

13 **(Conversion)**

14 34. The Trustee re-alleges and incorporates by this reference Paragraphs 1 through 17
15 above, as though fully set forth herein.

16 35. To the extent that the Debtor paid for wines that Thunevin failed to deliver to the
17 Debtor or to the Debtor's customers for the Debtor's benefit, such wines were the personal
18 property of the Debtor and, upon the filing of the Debtor's petition in bankruptcy, became the
19 property of the bankruptcy estate. Said wines are referred to hereinafter as the "Undelivered Paid
20 Wines."

21 36. The Trustee is informed and believes and thereon alleges that some of the
22 Undelivered Paid Wines was held by Thunevin and/or other third parties, and Thunevin purported
23 to cancel certain of the Orders and resold or otherwise disposed of the Undelivered Paid Wines,
24 purportedly to "credit" the proceeds against amounts allegedly due and owing to Thunevin. Any
25 purported resale or other disposition of such Undelivered Paid Wines was wrongful and not
26 authorized by the Debtor or the Trustee.

27 37. Thunevin wrongfully converted the Undelivered Paid Wines to its own use and
28 benefit, in violation of the Debtor's and/or the Trustee's ownership and/or right of possession.

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Dated: January 4, 2018

WENDEL, ROSEN, BLACK & DEAN LLP

By: /s/ Leonard E. Marquez
Leonard E. Marquez
Attorneys for Plaintiff
Michael G. Kasolas, Trustee

EXHIBIT A

THUNEVIN SAS

6, Rue Guadet 33330 Saint Emilion
 Tél: 05.57.56.06.45 Fax: 05.57.56.06.50

Saint Emilion, le 03/06/2015

Shipping Address

Billing Address

Billing Address

Sté FOX ORTEGA ENTERPRISES PREMIER CRU
 5890, Christie Ave

 94608 EMERYVILLE (CA)
 ETATS UNIS

Proforma invoice # 2009060006 of : 02/06/2009

Future

Proforma invoice

Description	* alc.	Price	Price	Qty	Amount
SAINT EMILION 1ER GCC					
Ch. TROPLONG MONDOT	2008 Btlle 14,5	47,00	47,00	12,00	564,00
Ch. TROPLONG MONDOT	2008 Btlle 14,5	47,00	47,00	384,00	18 048,00

Customer VAT Code :

Excise :

Amount without VAT **18 612,00**

Rate	without VAT	VAT

Agent : Mr Xavier SERIN

VAT

18 612,00

Paid **18 612,00**

Net amount to be paid in Euros 0,00

Terms of payment

9 306,00 31/07/2009 Bank Transf. Swift (Export) -
 9 306,00 31/12/2009 Bank Transf. Swift (Export) -

 11538669702

**PRIMEURS 2008 - CB12 ACQ - PAS IM - Extra costs for special bottlings-
 XS N° 19 DU 29/05/2009**

Logistique: Pose de passes + GW. - Préparation sur 1 Nimp15 Euro.

TVA: FR19335273777 Accises : FR 000061E2820
 Siret/Eori: FR33527377700045 - APE:4634Z
 RIB : LCL ST EMILION- 30002-01878-0000070013S40
 SWIFT:CRLVFRPP -IBAN: FR30-30002-01878-0000070013S40

THUNEVIN
 RETRAISON / PICK - UP
 7- RUE TRANCHARD
 F-33350 SAINT-MAGNE DE CASTILLON

THUNEVIN SAS

6, Rue Guadet 33330 Saint Emilion
 Tél: 05.57.56.06.45 Fax: 05.57.56.06.50

Saint Emilion, le 03/06/2015

Shipping Address

Billing Address

Billing Address

Sté FOX ORTEGA ENTERPRISES PREMIER CRU
 5890, Christie Ave

 94608 EMERYVILLE (CA)
 ETATS UNIS

Proforma invoice # 2010050250 of : 25/05/2010

Future Proforma invoice

Description	* alc.	Price	Price	Qty	Amount
MARGAUX					
MARJALLIA	2009 Btllé 14,5	46,80	46,80	48,00	2 246,40
MARJALLIA	2009 ½ 14,5	23,40	23,40	24,00	561,60
PAUILLAC					
Ch. LYNCH BAGES	2009 Btllé 13,5	97,00	97,00	48,00	4 656,00
Ch. LYNCH BAGES	2009 Btllé 13,5	100,00	100,00	84,00	8 400,00
SAINT EMILION 1ER GCC					
Ch. AUSONE	2009 Btllé 14,0	1 400,00	1 400,00	12,00	16 800,00
GRAVES PESSAC LEOGNAN ROUGE					
Ch. HAUT BAILLY	2009 Btllé 13,5	89,00	89,00	84,00	7 476,00
Ch. SMITH HAUT LAFITTE	2009 Btllé 14,5	89,00	89,00	24,00	2 136,00
SAINT EMILION GC					
Ch. LA BIENFAISANCE	2009 Btllé 14,5	11,50	11,50	48,00	552,00
Ch. CROIX DE LABRIE	2009 Btllé 14,5	39,60	39,60	120,00	4 752,00
GRACIA	2009 Btllé 15,0	89,00	89,00	84,00	7 476,00
SANCTUS	2009 Btllé 14,5	20,40	20,40	12,00	244,80
SANCTUS	2009 Btllé 14,5	20,40	20,40	36,00	734,40
POMEROL					

Amount without VAT	<input type="text"/>
VAT	<input type="text"/>
Amount with VAT	<input type="text"/>
Eccount	<input type="text"/>
Net amount to be paid in Euros	<input type="text"/>

Rate	without VAT	Vat

Conditions de paiement

.../...

THUNEVIN SAS

6, Rue Guadet 33330 Saint Emilion
 Tél: 05.57.56.06.45 Fax: 05.57.56.06.50

Saint Emilion, le 03/06/2015

Shipping Address

Billing Address

Billing Address

Sté FOX ORTEGA ENTERPRISES PREMIER CRU
 5890, Christie Ave

 94608 EMERYVILLE (CA)
 ETATS UNIS

Proforma invoice # 2010050250 of : 25/05/2010

Future

Proforma invoice

Page 2

Description	* alc.	Price	Price	Qty	Amount
Clos L' EGLISE	2009 Btll	14,5	154,00	54,00	8 316,00
Clos L' EGLISE	2009 Btll	14,5	154,00	6,00	924,00
Ch. LA FLEUR DE GAY	2009 Btll	14,5	65,00	36,00	2 340,00
Ch. LA FLEUR DE GAY	2009 Btll	14,5	65,00	24,00	1 560,00
Ch. LA FLEUR DE GAY	2009 Btll	14,5	65,00	12,00	780,00
Ch. LATOUR A POMEROL	2009 Btll	14,0	61,00	48,00	2 928,00
FRONSAC					
HAUT CARLES	2009 Btll	14,5	18,40	180,00	3 312,00
HAUT CARLES	2009 ½	14,5	9,20	72,00	662,40
HAUT CARLES	2009 Mag.	14,5	36,80	12,00	441,60

Customer VAT Code :

Excise :

Amount without VAT

77 299,20

Rate	without VAT	VAT

Agent : Sté BOB BOFMAN SELECTION

VAT

77 299,20

Net amount to be paid in Euros

77 299,20

Terms of payment

765,60 15/07/2010 Bank Transf. Swift (Export) -
 765,60 15/12/2010 Bank Transf. Swift (Export) -

FDA 11538669702

PRIMEURS 2009 - Extra costs for special bottlings - XS n°1 du 20/05/2010

Logistique: 1 palette NIMP15 Euro

TVA: FR19335273777 Accises : FR 000061E2820
 Siret/Eori: FR33527377700045 - APE:4634Z
 RIB : LCL ST EMILION- 30002-01878-0000070013S40
 SWIFT:CRLYFRPP -IBAN: FR30-30002-01878-0000070013S40

THUNEVIN
 RETRAISON / PICK - UP
 7- RUE TRANCHARD
 F-33350 SAINT-MAGNE DE CASTILLON

THUNEVIN SAS

6, Rue Guadet 33330 Saint Emilion
 Tél: 05.57.56.06.45 Fax: 05.57.56.06.50

Saint Emilion, le 03/06/2015

Shipping Address

Billing Address

Billing Address

Sté FOX ORTEGA ENTERPRISES PREMIER CRU
 5890, Christie Ave

 94608 EMERYVILLE (CA)
 ETATS UNIS

Proforma invoice # 2011070250 of: 18/07/2011

Future Proforma invoice

Description	* alc.	Price	Price	Qty	Amount
MARGAUX					
PAVILLON ROUGE	2010 Btll 14,0	125,00	125,00	12,00	1 500,00
SAINT JULIEN					
Ch. DUCRU BEAUCAILLOU	2010 Btll 14,0	150,00	150,00	12,00	1 800,00
PAUILLAC					
Ch. DUHART MILON ROTHSCHILD	2010 Btll 13,5	85,00	85,00	12,00	1 020,00
LES FORTS DE LATOUR	2010 Btll 14,0	200,00	200,00	6,00	1 200,00
Ch. LAFITE ROTHSCHILD	2010 Btll 13,0	1 100,00	1 100,00	6,00	6 600,00
Ch. LAFITE ROTHSCHILD	2010 Btll 13,0	1 125,00	1 125,00	18,00	20 250,00
Ch. LAFITE ROTHSCHILD	2010 Btll 13,0	1 100,00	1 100,00	6,00	6 600,00
Ch. LATOUR	2010 Btll 14,0	1 090,00	1 090,00	6,00	6 540,00
Ch. LYNCH BAGES	2010 Btll 13,5	100,00	100,00	60,00	6 000,00
Ch. PICHON LONGUEVILLE BARON	2010 Btll 13,5	139,00	139,00	12,00	1 668,00
SAINT EMILION 1ER GCC					
Ch. AUSONE	2010 Btll 14,5	1 295,00	1 295,00	6,00	7 770,00
Ch. AUSONE	2010 Btll 14,5	1 295,00	1 295,00	18,00	23 310,00
Ch. AUSONE	2010 Btll 14,5	1 240,00	1 240,00	6,00	7 440,00
Ch. BEAUSEJOUR DUFFAU LAGAROSSE	2010 Btll 14,5	200,00	200,00	12,00	2 400,00

Amount without VAT

VAT

Amount with VAT

Eccout

Net amount to be paid in Euros

Rate	without VAT	Vat

Conditions de paiement

THUNEVIN SAS

6, Rue Guadet 33330 Saint Emilion
 Tél: 05.57.56.06.45 Fax: 05.57.56.06.50

Saint Emilion, le 03/06/2015

Shipping Address
Billing Address

Billing Address
Sté FOX ORTEGA ENTERPRISES PREMIER CRU 5890, Christie Ave 94608 EMERYVILLE (CA) ETATS UNIS

Proforma invoice # 2011070250 of: 18/07/2011

Future

Proforma invoice

Page 2

Description	* a/c.	Price	Price	Qty	Amount
Ch. TROPLONG MONDOT	2010 Bille 16,0	98,40	98,40	60,00	5 904,00
Ch. TROPLONG MONDOT	2010 Bille 16,0	98,40	98,40	156,00	15 350,40
SAINT EMILION GC					
LA CHAPELLE D'AUSONE	2010 Bille 14,5	165,00	165,00	6,00	990,00
Ch. CROIX DE LABRIE	2010 Bille 14,5	48,00	48,00	36,00	1 728,00
Ch. CROIX DE LABRIE	2010 Bille 14,5	48,00	48,00	132,00	6 336,00
POMEROL					
Ch. LA CONSEILLANTE	2010 Bille 14,0	150,00	150,00	60,00	9 000,00
Ch. L' EGLISE CLINET	2010 Bille 14,5	300,00	300,00	6,00	1 800,00
Ch. LA FLEUR PETRUS	2010 Bille 14,5	215,00	215,00	48,00	10 320,00
Ch. LA FLEUR PETRUS	2010 Bille 14,5	225,00	225,00	36,00	8 100,00
Ch. LA FLEUR PETRUS	2010 Bille 14,5	215,00	215,00	36,00	7 740,00
Ch. LAFLEUR	2010 Bille 14,5	1 090,00	1 090,00	30,00	32 700,00
Ch. LAFLEUR	2010 Bille 14,5	1 090,00	1 090,00	3,00	3 270,00
Ch. PETRUS	2010 Bille 14,5	2 950,00	2 950,00	6,00	17 700,00
Ch. PETRUS	2010 Bille 14,5	2 950,00	2 950,00	12,00	35 400,00
Ch. PETRUS	2010 Bille 14,5	2 950,00	2 950,00	24,00	70 800,00
VIEUX CHATEAU CERTAN	2010 Bille 14,5	200,00	200,00	24,00	4 800,00

Amount without VAT	
VAT	
Amount with VAT	
Eccount	
Net amount to be paid in Euros	

Rate	without VAT	Vat

Conditions de paiement

.../...

THUNEVIN SAS

6, Rue Guadet 33330 Saint Emilion
 Tél: 05.57.56.06.45 Fax: 05.57.56.06.50

Saint Emilion, le 03/06/2015

Shipping Address

Billing Address

Billing Address

Sté FOX ORTEGA ENTERPRISES PREMIER CRU
 5890, Christie Ave

 94608 EMERYVILLE (CA)
 ETATS UNIS

Proforma invoice # 2011070250 of : 18/07/2011

Future **Proforma invoice** Page 3

Description	* alc.	Price	Price	Qty	Amount
VIEUX CHATEAU CERTAN	2010 Btlle	14,5	205,00	30,00	6 150,00
VIEUX CHATEAU CERTAN	2010 Btlle	14,5	190,00	36,00	6 840,00
VIEUX CHATEAU CERTAN	2010 Btlle	14,5	190,00	36,00	6 840,00
VIEUX CHATEAU CERTAN	2010 Btlle	14,5	205,00	48,00	9 840,00

Customer VAT Code :

Excise :

Amount without VAT **355 706,40**

Rate	without VAT	VAT

Agent : Mr Xavier SERIN

VAT

355 706,40

Net amount to be paid in Euros 355 706,40

Terms of payment

88 926,60 15/07/2011 Bank Transf. Swift (Export) -
 88 926,60 15/08/2011 Bank Transf. Swift (Export) -
 177 853,20 01/07/2012 Bank Transf. Swift (Export) -

FDA 11538669702

PRIMEURS 2010 - PAS IM - Extra costs for special bottlings - XS n°33 du 18/07/11 - XS n°29 et 32 du 13/07/11 - XS n°21 du 06/07/11 - XS n°17 du 04/07/11 - XS n°16 du 01/07/11 - XS n°9 du 29/06/11 - XS n°45 du 15/06/11 (PO BBS#TH2010-06152011-0176) - XS n°32 du 10/06/11 - XS n°36 du 14/06/11 - XS n°34 du 20/07/2011

TVA: FR19335273777 Accises : FR 000061E2820
 Siret/Eori: FR33527377700045 - APE:4634Z
 RIB : LCL ST EMILION- 30002-01878-0000070013S40
 SWIFT:CRLYFRPP -IBAN: FR30-30002-01878-0000070013S40

THUNEVIN
 RETIRAISSON / PICK - UP
 7- RUE TRANCHARD
 F-33350 SAINT-MAGNE DE CASTILLON