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8 *Special Litigation Counsel for*
9 *Michael G. Kasolas, Chapter 7 Trustee*
10 *For Fox Ortega Enterprises, Inc.*
11 *Dba Premier Cru*

12 UNITED STATES BANKRUPTCY COURT
13
14 NORTHERN DISTRICT OF CALIFORNIA
15
16 OAKLAND DIVISION

17 In re

18 FOX ORTEGA ENTERPRISES, INC., dba
19 PREMIER CRU

20 Debtor.

Case No. 16-40050-WJL

Chapter 7

21 MICHAEL G. KASOLAS, Chapter 7 Trustee
22 for Fox Ortega Enterprises, Inc. dba Premier
23 Cru

24 Plaintiff

Adversary No. _____

25 vs.

26 BELMONT WINE EXCHANGE, LLC

ORIGINAL COMPLAINT

27 Plaintiff Michael G. Kasolas, the Chapter 7 Trustee (the “**Trustee**”) for Fox Ortega
28 Enterprises, Inc. dba Premier Cru (“**Premier Cru**” or the “**Debtor**”), brings this adversary
proceeding against Belmont Wine Exchange, LLC (“**Defendant**”) and alleges as follows:

INTRODUCTION

1. This suit seeks the avoidance and recovery of transfers from Premier Cru to the
Defendant as well as the avoidance of certain obligations Premier Cru incurred in the Defendant’s
favor. These transfers and obligations were part of a fraudulent scheme involving the sale of wine

1 that caused the loss of tens of millions of dollars. At the time of the Premier Cru's bankruptcy,
2 approximately 4,500 customers had not received pre-arrival wine for which that had already paid,
3 with losses reaching \$45 million.

4 2. Transfers to the Defendant and the obligations incurred by Premier Cru were made
5 as part of the fraud and with the actual intent to hinder, delay, or defraud Premier Cru's creditors.
6 Premier Cru incurred obligations in favor of the Defendant for the purpose of acquiring funds
7 necessary for the continuation of the fraud. Later, Premier Cru made transfers to the Defendant
8 with the purpose of concealing the ongoing fraud, to lull customers into a false sense that Premier
9 Cru was a legitimate business, to cause the customers to continue to purchase wine from Premier
10 Cru, and to prevent them from complaining to law enforcement authorities.

11 3. The Trustee requests that this Court grant relief that will return the value of the
12 transfers to the Defendant that were made as a part of the scheme. Specifically, the Trustee seeks
13 the avoidance and recovery of the transfers made and obligations incurred that are identified below
14 under 11 U.S.C. §§ 544, 548, 550 and California Civil Code § 3439.04.

15 JURISDICTION AND VENUE

16 4. This is an adversary proceeding, pursuant to Federal Rule of Bankruptcy
17 Procedure, which relates to the Chapter 7 proceeding captioned *In re Fox Ortega Enterprises, Inc.,*
18 *dba Premier Cru*, Case No. 16-40050-WJL (Bankr. N.D. Cal., Oakland Div.).

19 5. This Court has subject matter jurisdiction over this action pursuant to section 28
20 U.S.C. § 1334(b) and 28 U.S.C. § 157(a), in that this adversary proceeding arises in, arises under,
21 and/or relates to Premier Cru's chapter 7 case.

22 6. This adversary proceeding is a core proceeding under section 157(b)(2) of Title 28
23 of the United States Code, such that this Court has jurisdiction to hear and determine this
24 proceeding and to enter an appropriate order and judgment. To the extent necessary, the Trustee
25 consents to entry of a final order or judgment by this Court.

26 7. The Defendant's forum-related activities give rise to the action before the Court.
27 The Defendant purposefully directed its activities and consummated the transactions described
28 below within California, thereby invoking the benefits and protection of California law. As

1 reflected in the applicable terms and conditions for the transactions described below, “[a]ny wine
2 sold to you by Premier Cru is sold in California, and title passes to you, the buyer, in California.”
3 Furthermore, the Trustee’s claims arise out of or relate to the Defendant’s forum-related activities.

4 8. This Court is the proper venue for this adversary proceeding pursuant to 28 U.S.C.
5 § 1409(a) because the Debtor’s chapter 7 case is pending in this judicial district.

6 **PARTIES**

7 9. The Trustee is the duly appointed chapter 7 trustee for the bankruptcy estate of
8 Premier Cru. Premier Cru entered bankruptcy proceedings on January 8, 2016 (the “**Petition**
9 **Date**”), at which time the Trustee was appointed by the Court. The Trustee is duly authorized and
10 empowered to pursue any and all claims of the Debtor’s estate.

11 10. Defendant Belmont Wine Exchange, LLC is a California limited liability company
12 with its principal place of business at 25811 Clawiter Road, Hayward, California 94545.
13 Defendant may be served with process through its registered agent, Andrew Harris Zimmerman at
14 209 St. James Drive, Piedmont, California 94611.

15 **GENERAL ALLEGATIONS**

16 **I. Premier Cru’s Operations**

17 11. Premier Cru was founded in 1980 by John Fox (“**Fox**”) and Hector Ortega as a
18 seller of top-quality wines in the Bay Area. During all relevant times, Fox owned equity in
19 Premier Cru and served as its President. Fox made all significant business decisions for Premier
20 Cru. Fox was the sole manager of the company’s finances, including payment of Premier Cru’s
21 bills and expenses, as well as obtaining business loans and financing from banks or individuals to
22 fund Premier Cru’s operations.

23 12. Premier Cru originally operated out of a small storefront in Oakland with a focus
24 on hard to find and limited production offerings. As Premier Cru’s popularity grew, the company
25 determined that it would begin purchasing its supply of wine from sources overseas and obtained
26 its own import license. Premier Cru touted that it could eliminate the middle man while
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1 simultaneously increasing the allocation of hard to locate wines by supposedly sourcing its
2 inventory directly.

3 13. The Debtor generally sold wine in two ways. First, the company sold wine that
4 was, or supposedly was, physically held in Premier Cru's inventory. Second, Premier Cru sold
5 wine on a "pre-arrival" basis, whereby customers paid for wine that was not in Premier Cru's
6 physical possession but which Premier Cru represented it had already purchased.

7 14. In the wine industry, there are generally two ways to purchase wine before it is
8 released to the open market. "Wine futures" involve the purchase of wine while it is still in the
9 barrel and before the wine is bottled. Because the purchaser must wait for the wine to age in the
10 barrel, buyers can expect to wait years before receiving the wine they purchased. Premier Cru did
11 not sell wine futures. In contrast, "pre-arrival" wines are sold to collectors months before a wine
12 is released to the open market, but after the wine has actually been bottled. Unlike "wine futures,"
13 there is generally less risk in pre-arrival purchasing because importers know exactly how many
14 bottles they will receive from the supplier. Pre-arrival sales allow consumers to purchase difficult
15 to locate wines at prices that are generally lower than what is found in the market. Premier Cru
16 purportedly sold pre-arrival wines.

17 15. Premier Cru sold pre-arrival wine through a website operated and maintained by
18 Premier Cru or through salespeople who worked in the Premier Cru offices and reported to Fox.
19 The "Terms and Conditions" associated with the sale of pre-arrival wine provided as follows:

20 The term "Pre-Arrival" is applied to wines we have purchased (typically abroad)
21 that have not arrived yet. Depending on the particular wine, the arrival time is
22 typically 6+ months to over two years (in the case of Bordeaux Futures, for
example).

23 Many new releases of highly desirable, limited-production wines (ie – Burgundy,
24 Rhone, Italian, etc.) are offered on a "Pre-Arrival" basis by our suppliers. These
offerings typically take 6 to 18 months to arrive and are often the only way to
25 source the wines before they sell out (and at optimal prices). We send an email
notification when your wine arrives.

26 According to Fox, the majority of Premier Cru's revenue was derived from pre-arrival sales.
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1 **II. The Fraud**

2 16. On or about August 11, 2016, Fox entered into a guilty plea in his
3 criminal case [*United States v. John Fox*, Case No. CR 16-281 JD, N.D. Cal] and executed a Plea
4 Agreement in which he admitted that he operated the Debtor as a fraudulent scheme. In his plea
5 agreement, Fox admitted that he “devised a scheme to defraud, and a scheme for obtaining
6 property by means of false and fraudulent pretenses, representations and omissions, through
7 Premier Cru’s sale of pre-arrival wine.” Fox further admitted that his fraudulent conduct began as
8 early as 1993 or 1994. Through Fox’s actions, Premier Cru engaged in a massive fraud whereby
9 funds derived from later fraudulent wine sales were used to pay obligations that arose from earlier
10 fraudulent transactions.

11 17. According to Premier Cru, the pre-arrival wines were wines that the company had
12 supposedly already contracted to purchase from its suppliers. Premier Cru further represented that
13 it would deliver the pre-arrival wines to customers within a time period of approximately six
14 months to two years after customers had paid for the wine. These representations were false at
15 the time they were made for at least two reasons. First, Fox admitted to falsifying purchase orders
16 for wine that Premier Cru had not contracted to purchase and then entering that wine into Premier
17 Cru’s inventory records for sale to its customers. He stated that Premier Cru “priced these wines
18 at prices below the market price, knowing that [he] had not and would not need to actually pay for
19 this wine from any vendors.” Second, Fox stated that Premier Cru contracted with “foreign
20 suppliers . . . to purchase wine, generally with the promise to pay those foreign suppliers within 30
21 days.” Fox did so even where he “knew that Premier Cru would not be able to make payment
22 within 30 days, or ever” because he (a) “embezzled money from Premier Cru’s business accounts
23 that [he] should have used to pay Premier Cru’s suppliers” or (b) “diverted money coming in from
24 current customers to obtain wine for prior customers who had never received their wine.” In
25 either event, the end result was the same—Premier Cru did not have the wine required to fulfill the
26 obligations for its pre-arrival customers. Fox further admitted that “customers paid Premier Cru
27 for wine that [he] knew Premier Cru could not deliver to them and which they never received” and
28 that his false statements were made “with the intent to defraud Premier Cru’s customers.” At the

1 time of the bankruptcy, approximately 4,500 customers had not received pre-arrival wine for
2 which that had already paid.

3 18. The fraud was unsustainable on its face because the funds Premier Cru received
4 from its customers were less than the cost of purchasing wine at a later date to fulfill the
5 outstanding orders. Due to the rarity of the wines at issue, purchasing wines on the open market
6 after their release is far more costly than sourcing the wines from appropriate overseas suppliers on
7 a pre-arrival basis. Furthermore, Premier Cru sometimes offered pre-arrivals at a price lower than
8 the current market for pre-arrivals. This act of undercutting the market assisted in raising funds
9 while simultaneously increasing the gap between Premier Cru's assets and its obligations. To
10 make matters worse, Premier Cru's Fox removed millions of dollars from the company, further
11 reducing the funds available to satisfy Premier Cru's obligations. Because Premier Cru was not
12 generating sufficient revenue from the pre-arrival sales to ultimately purchase wine for its
13 customers, the company was forced to enter into an increasing number of fraudulent, pre-arrival
14 sales to fill the financial gap and generate the funds required to purchase wine for its existing
15 customers. As Premier Cru's liquidity and its ability to enter into a sufficient number of new pre-
16 arrival transactions declined, Premier Cru was forced to declare bankruptcy in 2016.

17 19. Prior to 2015, Premier Cru was able to conceal its fraud from its creditors.
18 According to Fox, his efforts to conceal the fraud included (a) offering falsified excuses and
19 promises for wine that Premier Cru would not be delivered; (b) delivering wine that was
20 purchased by other customers; and (c) purchasing wine at retail prices for use in fulfilling
21 outstanding orders. Fox admitted that he "took these and other actions to "conceal [Premier
22 Cru's] ongoing fraud, to lull customers into a false sense that Premier Cru was a legitimate
23 business, to cause [its] customers to continue to purchase wine from Premier Cru, and to prevent
24 them from complaining to law enforcement authorities." Furthermore, Premier Cru concealed its
25 fraud by making cash disbursements to customers whose orders were not fulfilled, often in
26 amounts greater than what customers had originally paid for their alleged pre-arrival orders.

27 20. The sales and subsequent transfers to the Defendant were made as a part of the
28 fraud and with the actual intent to hinder, delay, or defraud Premier Cru's creditors. Premier Cru

1 made the transfers and incurred the obligations with the purpose of concealing the ongoing fraud,
2 lulling customers into a false sense that Premier Cru was a legitimate business, causing customers
3 to continue to purchase wine from Premier Cru, and preventing customers from complaining to
4 law enforcement authorities by paying them cash settlements.

5 **III. Badges of Fraud Related to the Transactions with the Defendant**

6 21. Multiple badges of fraud are present with respect to the transactions with and
7 transfers to the Defendant, including the following:

- 8 • Premier Cru was insolvent during the period of the transfers;
- 9 • Premier Cru had incurred, and was continuing to incur, substantial debt while it
10 was making its payments to the Defendant;
- 11 • The true nature of the transactions with the Defendant was concealed. Premier Cru
12 made false statements indicating that it was contractually entitled to receive the pre-
13 arrival wine from its suppliers and falsified accounting documentation to cover up
14 its fraudulent actions. Fox further admitted to making efforts to conceal the fraud
15 through false statements to customers regarding the status of their orders. As
16 admitted by Fox, his actions were undertaken with the intent to defraud customers;
- 17 • The transfers were made while Premier Cru was under threat of potential lawsuits.
18 Had Premier Cru's creditors discovered the fraud, Premier Cru and its principals
19 would have been subject to numerous lawsuits. In fact, Premier Cru's customers
20 repeatedly and regularly threatened the company with lawsuits where pre-arrival
21 wine was not delivered, and in some instances, actually filed suit;
- 22 • Premier Cru removed and concealed assets. Fox admitted that, in the face of
23 customer complaints, he caused Premier Cru to deliver wine to the complaining
24 customers that was paid for by other customers. Furthermore, Fox caused Premier
25 Cru to transfer large sums for his personal benefit as further described in his plea
26 agreement;
- 27 • Premier Cru incurred the obligations and made the transfers described herein for
28 less than reasonably equivalent value;
- As described in more detail above, the overall existence and cumulative effect of
the pattern, series of transactions, and Premier Cru's course of conduct indicate the
transactions with the Defendant were designed to defraud creditors. Premier Cru
incurred debt and faced financial difficulties, and as a result, entered into the
transactions with the Defendant and other customers in order to further the fraud;
- The general chronology of events and the transactions under inquiry indicate the
intent to defraud. Premier Cru entered into pre-arrival wine sales without having
the underlying right to receive the wine from its suppliers. The purpose of the

1 transactions was to provide liquidity to fuel the fraud and for Fox's improper
2 diversions and embezzlement. Moreover, Premier Cru's entry into fraudulent pre-
3 arrival wine sales naturally increased based upon its need to enter into more and
4 more fraudulent transactions to pay for prior obligations;

- 5 • Premier Cru's conduct was both exceptional and peculiar. Such conduct included
6 falsifying accounting documentation, making false statements to customers, and
7 generally utilizing payments from later customers to fulfill obligations owed to
8 prior customers;
- 9 • Premier Cru made false statements, concealed facts, and operated under false
10 pretenses. Among other things, Premier made misrepresentations concerning the
11 following: (a) its financial condition; (b) its contractual relationships with suppliers
12 and its right to receive the wines in question; (c) its inventory balances; and (d) the
13 purported reason for delays in wine delivery;
- 14 • The transactions with the customers for the fraudulent wine transactions, including
15 the Defendant, were questionable and not in ordinary course for a legitimate
16 business. Companies such as Premier Cru do not intentionally misrepresent their
17 inventory and contractual purchases from their vendors or alter documents to
18 support sales;
- 19 • Premier Cru entered into the transactions involved in the fraud under secrecy and
20 haste, and the transactions were unusual. Premier Cru disguised its pre-arrival
21 sales using falsified documentation and misrepresentations to its customers.
22 Furthermore, Premier Cru acted with haste in fulfilling fraudulent orders for those
23 customers that complained repeatedly or forcefully;
- 24 • Premier Cru was aware of its creditors' claims against the company and that
25 Premier Cru was incapable of paying those claims.

26 **CLAIMS FOR RELIEF**

27 **Count I – Actual Intent Fraudulent Transfer** 28 **Under 11 U.S.C. § 548(a)(1)(A)** **(Wine and Cash Transfers)**

22. The Trustee re-alleges and fully incorporates the allegations pleaded in the
preceding paragraphs as if fully set forth herein.

23. The Debtor presently has one or more creditors whose claim arose either before or
after the transfers to the Defendant.

24. Premier Cru transferred at least 4,411 bottles of wine to the Defendant in the two
years prior to the Petition Date (the "**548 Transfers**"). The 548 Transfers are more fully
described in Exhibit A, which is attached hereto.

1 25. The 548 Transfers were made within two years of the Petition Date.

2 26. The aggregate amount of the 548 Transfers may be in excess of the above-stated
3 amount, and the Trustee may amend his Complaint as and when additional transfers made as a part
4 of the scheme are ascertained.

5 27. The 548 Transfers were made as a part of the fraud at Premier Cru. Premier Cru
6 entered into the underlying wine sales in furtherance of its fraudulent scheme. Each of the
7 transactions generated cash through the alleged “sale” of the wine to the Defendant. These sham
8 transactions provided Premier Cru with the funds it required to satisfy already existing obligations
9 that were part of the fraudulent scheme. Furthermore, Premier Cru entered into additional
10 transactions with other customers at a later time that ultimately provided the company with the
11 funds necessary to purchase wine for the 548 Transfers. This pattern of conduct of using new
12 money to fund the fulfillment of earlier obligations constitutes a Ponzi scheme or similar fraud
13 whereby funds received from later fraudulent transactions were used to fund prior obligations.

14 28. Moreover, Fox’s plea agreement evidences Premier Cru’s intent to defraud its
15 creditors through the fraudulent scheme. Therefore, the 548 Transfers were made with the actual
16 intent to hinder, delay, or defraud entities to which Premier Cru was or became indebted to on or
17 after the date of the transfer.

18 29. As stated above, there are a multitude of badges of fraud present with respect to the
19 transactions with the Defendant. The existence and sheer number of the badges of fraud present in
20 this matter indicate that Premier Cru intended to hinder, delay, or defraud its creditors in entering
21 into and making the 548 Transfers.

22 30. Defendant was the initial transferee of the Transfers as the Defendant received the
23 wine and funds transferred directly from Premier Cru.

24 31. Pursuant to 11 U.S.C. §§ 548(a)(1)(A) and 550, the Trustee is entitled to judgment
25 avoiding and recovering the value of the 548 Transfers from the Defendant.

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Count II – Actual Intent Voidable Transfer
Under California Civil Code § 3439.04(a)(1) et seq.; 11 U.S.C. §§ 544 and 550
(Wine and Cash Transfers)

32. The Trustee re-alleges and fully incorporates the allegations pleaded in the preceding paragraphs as if fully set forth herein.

33. The Debtor presently has one or more creditors whose claim arose either before or after the transfers to the Defendant.

34. Premier Cru transferred the 548 Transfers to the Defendant as detailed above.

35. Premier Cru also transferred at least 84 additional bottles of wine to the Defendant during the 7 years prior to the Petition Date. (the “**Additional Wine Transfers**”). The Additional Wine Transfers are more fully described in Exhibit B, which is attached hereto.

36. The 548 Transfers and the Additional Wine Transfers (collectively, the “**Total Transfers**”) were made within seven years of the Petition Date.

37. The aggregate amount of the Total Transfers may be in excess of the above-stated amount, and the Trustee may amend his Complaint as and when additional transfers made as a part of the scheme are ascertained.

38. The Total Transfers were made as a part of the fraud at Premier Cru. Premier Cru entered into the underlying wine sales in furtherance of its fraudulent scheme. Each of the transactions generated cash through the alleged “sale” of the wine to the Defendant. These sham transactions provided Premier Cru with the funds it required to satisfy already existing obligations that were part of the fraudulent scheme. Furthermore, Premier Cru entered into additional transactions with other customers at a later time that ultimately provided the company with the funds necessary to purchase wine for the Total Transfers. This pattern of conduct of using new money to fund the fulfillment of earlier obligations constitutes a Ponzi scheme or similar fraud whereby funds received from later fraudulent transactions were used to fund prior obligations.

39. Moreover, Fox’s plea agreement evidences Premier Cru’s intent to defraud its creditors through the fraudulent scheme. Therefore, the Total Transfers were made with the actual intent to hinder, delay, or defraud entities to which Premier Cru was or became indebted to on or after the date of the transfer.

1 40. As stated above, there are a multitude of badges of fraud present with respect to the
2 transactions with the Defendant. The existence and sheer number of the badges of fraud present in
3 this matter indicate that Premier Cru intended to hinder, delay, or defraud its creditors in entering
4 into and making the Total Transfers.

5 41. Defendant was the initial transferee of the Total Transfers as the Defendant
6 received the wine and funds transferred directly from Premier Cru.

7 42. Pursuant to California Civil Code § 3439.04(a)(1) et seq. and 11 U.S.C. §§ 544 &
8 550, the Trustee is entitled to judgment avoiding and recovering the value of the Total Transfers
9 from the Defendant.

10 **Count III – Actual Intent Fraudulent Transfer**
11 **Under 11 U.S.C. § 548(a)(1)(A)**
12 **(Obligations to the Defendant)**

13 43. The Trustee re-alleges and fully incorporates the allegations pleaded in the
14 preceding paragraphs as if fully set forth herein.

15 44. The Debtor presently has one or more creditors whose claim arose either before or
16 after the transfers to the Defendant.

17 45. Premier Cru entered incurred obligations to transfer at least 4,411 bottles of wine to
18 the Defendant in the two years prior to the Petition Date (the “**548 Obligations**”). The 548
19 Obligations are more fully described in Ex. C, which is attached hereto.

20 46. The aggregate amount of the 548 Obligations may be in excess of the above-stated
21 amount, and the Trustee may amend his Complaint as and when additional transfers made as a part
22 of the scheme are ascertained.

23 47. The 548 Obligations were incurred within two years of the Petition Date.

24 48. The 548 Obligations were made as a part of the fraud at Premier Cru. Premier Cru
25 entered into the underlying wine sales in furtherance of its fraudulent scheme. Each of the
26 transactions generated cash through the alleged “sale” of the wine to the Defendant. These sham
27 transactions provided Premier Cru with the funds it required to satisfy already existing obligations
28 that were part of the fraudulent scheme. Furthermore, Premier Cru entered into additional

1 transactions with other customers at a later time that ultimately provided the company with the
2 funds necessary to satisfy the 548 Obligations. This pattern of conduct of using new money to
3 fund the fulfillment of earlier obligations constitutes a Ponzi scheme or similar fraud whereby
4 funds received from later fraudulent transactions were used to fund prior obligations.

5 49. Moreover, Fox's plea agreement evidences Premier Cru's intent to defraud its
6 creditors through the fraudulent scheme. Therefore, the 548 Obligations were incurred with the
7 actual intent to hinder, delay, or defraud entities to which Premier Cru was or became indebted to
8 on or after the date of the transfer.

9 50. As stated above, there are a multitude of badges of fraud present with respect to the
10 transactions with the Defendant. The existence and sheer number of the badges of fraud present in
11 this matter indicate that Premier Cru intended to hinder, delay, or defraud its creditors in entering
12 into the sales and incurring the 548 Obligations.

13 51. Pursuant to 11 U.S.C. §§ 548(a)(1)(A), the Trustee is entitled to judgment avoiding
14 the 548 Obligations.

15 **Count IV – Actual Intent Voidable Transfer**
16 **Under California Civil Code § 3439.04(a)(1) et seq.; 11 U.S.C. §§ 544 and 550**
17 **(Obligations to Defendant)**

18 52. The Trustee re-alleges and fully incorporates the allegations pleaded in the
19 preceding paragraphs as if fully set forth herein.

20 53. The Debtor presently has one or more creditors whose claim arose either before or
21 after the transfers to the Defendant.

22 54. Premier Cru incurred the 548 Obligations as detailed above.

23 55. Premier Cru also incurred obligations to the Defendant relating to 84 bottles of
24 wine during the seven years prior to the Petition Date (the "**Additional Obligations**"). The
25 Additional Obligations are more fully described in Exhibit D, which is attached hereto.

26 56. The 548 Obligations and the Additional Obligations (collectively, the "**Total**
27 **Obligations**") were incurred within seven years of the Petition Date.
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1 57. The aggregate amount of the Total Obligations may be in excess of the above-
2 stated amount, and the Trustee may amend his Complaint as and when additional transfers made
3 as a part of the scheme are ascertained.

4 58. The Total Obligations were incurred as a part of the fraud at Premier Cru. Premier
5 Cru entered into the underlying wine sales in furtherance of its fraudulent scheme. Each of the
6 transactions generated cash through the alleged “sale” of the wine to the Defendant. These sham
7 transactions provided Premier Cru with the funds it required to satisfy already existing obligations
8 that were part of the fraudulent scheme. Furthermore, Premier Cru entered into additional
9 transactions with other customers at a later time that ultimately provided the company with the
10 funds necessary to satisfy the Total Obligations. This pattern of conduct of using new money to
11 fund the fulfillment of earlier obligations constitutes a Ponzi scheme or similar fraud whereby
12 funds received from later fraudulent transactions were used to fund prior obligations.

13 59. Moreover, Fox’s plea agreement evidences Premier Cru’s intent to defraud its
14 creditors through the fraudulent scheme. Therefore, the Total Obligations were incurred with the
15 actual intent to hinder, delay, or defraud entities to which Premier Cru was or became indebted to
16 on or after the date of the transfer.

17 60. As stated above, there are a multitude of badges of fraud present with respect to the
18 transactions with the Defendant. The existence and sheer number of the badges of fraud present in
19 this matter indicate that Premier Cru intended to hinder, delay, or defraud its creditors in entering
20 into the sales and incurring the Total Obligations.

21 61. Pursuant to California Civil Code § 3439.04(a)(1) et seq. and 11 U.S.C. §§ 544, the
22 Trustee is entitled to judgment avoiding the Total Obligations.

23 **Count V – Constructive Fraudulent Transfer**
24 **Under 11 U.S.C. § 548(a)(1)(B)**
25 **(Wine and Cash Transfers)**

26 62. The Trustee re-alleges and fully incorporates the allegations pleaded in the
27 preceding paragraphs as if fully set forth herein.
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1 63. The Debtor presently has one or more creditors whose claim arose either before or
2 after the transfers to the Defendant.

3 64. Premier Cru made the 548 Transfers to the Defendant.

4 65. The aggregate amount of the 548 Transfers may be in excess of the above-stated
5 amount, and the Trustee may amend his Complaint as and when additional transfers made as a part
6 of the scheme are ascertained.

7 66. Premier Cru received less than reasonably equivalent value in exchange for the 548
8 Transfers.

9 67. The 548 Transfers were made at a time when Premier Cru (a) was insolvent; (b)
10 was engaged in business or a transaction, or was about to engage in business or a transaction, for
11 which any property remaining with the debtor was an unreasonably small capital; or (b) intended
12 to incur, or believed that it would incur, debts that would be beyond its ability to pay as such debts
13 matured.

14 68. Defendant was the initial transferee of the 548 Transfers as the Defendant received
15 the wine and funds transferred directly from Premier Cru.

16 69. Pursuant to 11 U.S.C. §§ 548(a)(1)(B) and 550, the Trustee is entitled to judgment
17 avoiding and recovering the value of the 548 Transfers from the Defendant.

18 **Count VI – Constructive Voidable Transfer**
19 **Under California Civil Code § 3439.04(a)(2) et seq.; 11 U.S.C. §§ 544 and 550**
 (Wine and Cash Transfers)

20 70. The Trustee re-alleges and fully incorporates the allegations pleaded in the
21 preceding paragraphs as if fully set forth herein.

22 71. The Debtor presently has one or more creditors whose claim arose either before or
23 after the transfers to the Defendant.

24 72. Premier Cru made the Total Transfers to the Defendant.

25 73. The aggregate amount of the Total Transfers may be in excess of the above-stated
26 amount, and the Trustee may amend his Complaint as and when additional transfers made as a part
27 of the scheme are ascertained.
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1 74. Premier Cru received less than reasonably equivalent value in exchange for the
2 Total Transfers.

3 75. The Total Transfers were made at a time when Premier Cru (a) was insolvent
4 and/or was engaged or was about to engage in a business or a transaction for which the remaining
5 assets of the debtor were unreasonably small in relation to the business or transaction; or (b)
6 intended to incur, or believed or reasonably should have believed that it would incur, debts beyond
7 its ability to pay as they became due.

8 76. Defendant was the initial transferee of the Total Transfers as the Defendant
9 received the wine and funds transferred directly from Premier Cru.

10 77. Pursuant to California Civil Code § 3439.04(a)(2) et seq. and 11 U.S.C. §§ 544 and
11 550, the Trustee is entitled to judgment avoiding and recovering the value of the Total Transfers
12 from the Defendant.

13 **Count VII – Constructive Fraudulent Transfer**
14 **Under 11 U.S.C. § 548(a)(1)(B)**
15 **(Obligations to Defendant)**

16 78. The Trustee re-alleges and fully incorporates the allegations pleaded in the
17 preceding paragraphs as if fully set forth herein.

18 79. The Debtor presently has one or more creditors whose claim arose either before or
19 after the transfers to the Defendant.

20 80. Premier Cru incurred the 548 Obligations.

21 81. The aggregate amount of the 548 Obligations may be in excess of the above-stated
22 amount, and the Trustee may amend his Complaint as and when additional transfers made as a part
23 of the scheme are ascertained.

24 82. Premier Cru received less than reasonably equivalent value in exchange for the 548
25 Obligations.

26 83. The 548 Obligations were incurred at a time when Premier Cru (a) was insolvent;
27 (b) was engaged in business or a transaction, or was about to engage in business or a transaction,
28 for which any property remaining with the debtor was an unreasonably small capital; or (b)

1 intended to incur, or believed that it would incur, debts that would be beyond its ability to pay as
2 such debts matured.

3 84. Pursuant to 11 U.S.C. §§ 548(a)(1)(B), the Trustee is entitled to judgment avoiding
4 the 548 Obligations.

5 **Count VIII – Constructive Fraudulent Transfer**
6 **Under California Civil Code § 3439.04(a)(2) et seq.; 11 U.S.C. §§ 544 and 550**
7 **(Obligations to Defendant)**

8 85. The Trustee re-alleges and fully incorporates the allegations pleaded in the
9 preceding paragraphs as if fully set forth herein.

10 86. The Debtor presently has one or more creditors whose claim arose either before or
11 after the transfers to the Defendant.

12 87. Premier Cru incurred the Total Obligations.

13 88. The aggregate amount of the Total Obligations may be in excess of the above-
14 stated amount, and the Trustee may amend his Complaint as and when additional transfers made
15 as a part of the scheme are ascertained.

16 89. Premier Cru received less than reasonably equivalent value in exchange for the
17 Total Obligations.

18 90. The Total Obligations were incurred at a time when Premier Cru (a) was insolvent
19 and/or was engaged or was about to engage in a business or a transaction for which the remaining
20 assets of the debtor were unreasonably small in relation to the business or transaction; or (b)
21 intended to incur, or believed or reasonably should have believed that it would incur, debts beyond
22 its ability to pay as they became due.

23 91. Pursuant to California Civil Code § 3439.04(a)(2) et seq. and 11 U.S.C. § 544, the
24 Trustee is entitled to judgment avoiding the value of the Total Obligations from the Defendant.

25 **PRAYER**

26 Wherefore, the Trustee respectfully requests that the Court enter judgment and grant the
27 following relief against the Defendant:

- 28
 - Entering an order of judgment avoiding the Total Obligations and Total Transfers under 11 U.S.C. § 544 and California Civil Code 3439.04(a)(1);

- Entering an order of judgment avoiding the Total Obligations and Total Transfers to the Defendant under 11 U.S.C. § 544 and California Civil Code 3439.04(a)(2);
- Entering an order of judgment avoiding the 548 Obligations and 548 Transfers to the Defendant under 11 U.S.C. § 548(a)(1)(A);
- Entering an order of judgment avoiding the 548 Obligations and 548 Transfers to the Defendant under 11 U.S.C. § 548(a)(1)(B);
- Entering an order permitting the Trustee to recover the value of the avoided transfers in an amount to be proven at trial;
- Prejudgment and post-judgment interest as allowed by law; and
- All other relief to which the Trustee is entitled.

Dated: January 5, 2018

DIAMOND MCCARTHY LLP

By: /s/ Kathy Bazoian Phelps

KATHY BAZOIAN PHELPS

Attorneys for Michael Kasolas, Chapter 7
Trustee for Fox Ortega Enterprises, Inc.
dba Premier Cru

Exhibit A

548 Transfers

ShipDate	SalesOrder	Description	Qty Shipped	Unit Value	Total Value
5/13/2014	SO-0000444624	2010 Pape Clement	60	\$ 213.68	\$ 12,820.80
5/13/2014	SO-0000444624	2010 Troplong Mondot	120	\$ 131.41	\$ 15,769.20
5/13/2014	SO-0000444624	2010 Montrose	60	\$ 193.65	\$ 11,618.85
5/13/2014	SO-0000444624	2010 Lynch Bages	60	\$ 133.55	\$ 8,013.00
5/30/2014	SO-0000445345	2010 La Mission Haut Brion	60	\$ 821.33	\$ 49,279.80
5/30/2014	SO-0000445345	2010 Lafite Rothschild	39	\$ 1,535.82	\$ 59,896.98
5/30/2014	SO-0000445345	2010 Pontet Canet	120	\$ 216.35	\$ 25,962.00
5/30/2014	SO-0000445434	2010 La Mission Haut Brion	24	\$ 821.33	\$ 19,711.92
5/30/2014	SO-0000445434	09 La Mission Haut Brion	24	\$ 721.17	\$ 17,308.08
5/30/2014	SO-0000445345	09 Pavie	36	\$ 267.10	\$ 9,615.60
5/30/2014	SO-0000445434	2010 Pontet Canet	48	\$ 216.35	\$ 10,384.80
5/30/2014	SO-0000445434	2010 Cos d'Estournel	36	\$ 247.07	\$ 8,894.52
5/30/2014	SO-0000445434	2010 Leoville Poyferre	48	\$ 113.52	\$ 5,448.96
5/30/2014	SO-0000445434	09 Smith Haut Lafitte Rouge	36	\$ 85.47	\$ 3,076.92
5/30/2014	SO-0000445434	2010 Montrose	12	\$ 193.65	\$ 2,323.77
6/18/2014	SO-0000444981	2010 Pontet Canet	60	\$ 216.35	\$ 12,981.00
6/18/2014	SO-0000446417	2010 Pichon Lalande	60	\$ 173.61	\$ 10,416.60
6/18/2014	SO-0000446417	2010 Latour	6	\$ 1,702.76	\$ 10,216.56
6/18/2014	SO-0000444981	09 Pavie	36	\$ 267.10	\$ 9,615.60
6/18/2014	SO-0000444981	2010 Pape Clement	60	\$ 213.68	\$ 12,820.80
6/18/2014	SO-0000446497	2010 Beausejour Duffau	24	\$ 387.29	\$ 9,294.96
6/18/2014	SO-0000445345	2010 Lafite Rothschild	9	\$ 1,535.82	\$ 13,822.38
6/18/2014	SO-0000447626	2010 Ducru Beaucaillou	36	\$ 200.32	\$ 7,211.52
6/18/2014	SO-0000446417	2010 Leoville Poyferre	60	\$ 113.52	\$ 6,811.20
6/18/2014	SO-0000447626	09 Bellevue Mondot	24	\$ 288.47	\$ 6,923.28
6/18/2014	SO-0000446417	2010 Troplong Mondot	36	\$ 131.41	\$ 4,730.76
6/24/2014	SO-0000447717	2010 Ducru Beaucaillou	24	\$ 200.32	\$ 4,807.68
6/24/2014	SO-0000447717	2010 Haut Bailly	24	\$ 118.86	\$ 2,852.63
6/24/2014	SO-0000447717	2010 Clos Fourtet	24	\$ 120.19	\$ 2,884.56
6/26/2014	SO-0000448649	2010 Haut Brion	60	\$ 881.43	\$ 52,885.80
6/26/2014	SO-0000446417	2010 Mouton Rothschild	5	\$ 974.91	\$ 4,874.55
8/11/2014	SO-0000448621	09 Smith Haut Lafitte Rouge	48	\$ 85.47	\$ 4,102.56
8/11/2014	SO-0000448621	2010 Smith Haut Lafitte	48	\$ 102.83	\$ 4,935.84
8/11/2014	SO-0000448621	2011 Clos de la Roche V.V., Ponsot	12	\$ 395.00	\$ 4,740.00
6/25/2015	SO-0000446417	2010 Mouton Rothschild	31	\$ 988.27	\$ 30,636.37
6/25/2015	SO-0000447717	2010 Mouton Rothschild	12	\$ 988.27	\$ 11,859.24
6/26/2015	SO-0000446497	2010 Beausejour Duffau	12	\$ 335.00	\$ 4,020.00
10/31/2015	SO-0000492674	09 Haut Brion	24	\$ 834.69	\$ 20,032.56
10/31/2015	SO-0000492674	01 d'Yquem 1/2	48	\$ 313.06	\$ 15,026.88
10/31/2015	SO-0000492674	09 La Conseillante	24	\$ 207.00	\$ 4,968.00
10/31/2015	SO-0000492674	2010 Le Dome	36	\$ 120.19	\$ 4,326.84
10/31/2015	SO-0000492674	2010 Leoville Poyferre	24	\$ 126.87	\$ 3,044.88

10/31/2015	SO-0000492674	09 Haut Bailly	24	\$	125.54	\$	3,012.96
10/31/2015	SO-0000492674	2010 Smith Haut Lafitte	24	\$	102.83	\$	2,467.92
11/4/2015	SO-0000493715	09 Haut Brion	12	\$	834.69	\$	10,016.28
11/4/2015	SO-0000493715	05 Margaux Magnum	6	\$	1,500.00	\$	9,000.00
11/4/2015	SO-0000493715	2012 Musigny V.V., Vogue	12	\$	300.00	\$	3,600.00
11/4/2015	SO-0000493715	09 Ducru Beaucaillou	24	\$	220.36	\$	5,288.64
11/4/2015	SO-0000493715	09 La Conseillante	24	\$	207.00	\$	4,968.00
11/4/2015	SO-0000493715	09 Leoville las Cases Magnum	6	\$	576.94	\$	3,461.64
11/4/2015	SO-0000493715	02 Dom Perignon	24	\$	109.51	\$	2,628.24
11/4/2015	SO-0000493715	2010 Leoville Poyferre	24	\$	126.87	\$	3,044.88
11/4/2015	SO-0000493715	2010 Le Dome	24	\$	120.19	\$	2,884.56
11/4/2015	SO-0000493715	2010 Haut Bailly	24	\$	118.86	\$	2,852.64
11/4/2015	SO-0000493715	2010 Troplong Mondot	24	\$	110.00	\$	2,640.00
11/4/2015	SO-0000493715	2010 Clos Fourtet	24	\$	96.16	\$	2,307.84
11/4/2015	SO-0000493715	09 Smith Haut Lafitte Rouge	24	\$	82.80	\$	1,987.20
11/4/2015	SO-0000493715	09 Haut Bailly	12	\$	125.54	\$	1,506.48
11/4/2015	SO-0000493715	2010 Smith Haut Lafitte	12	\$	102.83	\$	1,233.96
11/20/2015	SO-0000494399	09 Haut Brion	12	\$	834.69	\$	10,016.28
11/20/2015	SO-0000494399	2000 La Mission Haut Brion	12	\$	615.00	\$	7,380.00
11/20/2015	SO-0000494752	2000 La Mission Haut Brion	12	\$	615.00	\$	7,380.00
11/20/2015	SO-0000494399	03 Lafite Magnum	3	\$	2,290.42	\$	6,871.26
11/20/2015	SO-0000494399	04 Lafite Rothschild	12	\$	561.46	\$	6,737.52
11/20/2015	SO-0000494399	04 Latour Magnum	6	\$	857.50	\$	5,145.00
11/20/2015	SO-0000494399	08 Latour 3 Liter	3	\$	1,469.05	\$	4,407.15
11/20/2015	SO-0000494399	2000 Pavie	12	\$	360.00	\$	4,320.00
11/20/2015	SO-0000494399	86 d'Yquem	12	\$	300.00	\$	3,600.00
11/20/2015	SO-0000494399	09 Bellevue Mondot	12	\$	288.47	\$	3,461.64
11/20/2015	SO-0000494399	05 Pape Clement	24	\$	153.13	\$	3,675.12
11/20/2015	SO-0000494399	02 Clos de Tart	12	\$	260.00	\$	3,120.00
11/20/2015	SO-0000494752	2010 Leoville Poyferre	24	\$	126.87	\$	3,044.88
11/20/2015	SO-0000494399	2010 Leoville Poyferre	24	\$	126.87	\$	3,044.88
11/20/2015	SO-0000494399	05 Clos des Lambrays	12	\$	120.00	\$	1,440.00
11/20/2015	SO-0000494752	2010 Le Dome	24	\$	120.19	\$	2,884.56
11/20/2015	SO-0000494752	2010 Haut Bailly	24	\$	118.86	\$	2,852.64
11/20/2015	SO-0000494399	2010 Rauzan Segla	24	\$	118.86	\$	2,852.64
11/20/2015	SO-0000494399	2010 Smith Haut Lafitte	24	\$	102.83	\$	2,467.92
11/20/2015	SO-0000494752	2010 Clos Fourtet	24	\$	96.16	\$	2,307.84
11/20/2015	SO-0000494752	2010 Les Asteries	24	\$	86.81	\$	2,083.44
11/20/2015	SO-0000494752	09 Haut Bailly	12	\$	125.54	\$	1,506.48
11/20/2015	SO-0000494399	2010 Troplong Mondot	12	\$	110.00	\$	1,320.00
11/20/2015	SO-0000494399	2010 Smith Haut Lafitte	12	\$	102.83	\$	1,233.96
11/20/2015	SO-0000494752	2010 Smith Haut Lafitte	12	\$	102.83	\$	1,233.96
11/20/2015	SO-0000494399	05 Montrose	12	\$	122.50	\$	1,470.00
11/20/2015	SO-0000494399	2010 Clos Fourtet	12	\$	96.16	\$	1,153.92
11/20/2015	SO-0000494399	03 Leoville Poyferre	12	\$	110.00	\$	1,320.00
12/3/2015	SO-0000495582	01 Musigny VV, Vogue	12	\$	423.00	\$	5,076.00
12/3/2015	SO-0000495582	2012 Screaming Eagle	3	\$	1,600.00	\$	4,800.00
12/3/2015	SO-0000495582	2010 Haut Bailly	24	\$	118.86	\$	2,852.64

12/3/2015	SO-0000495582	06 Richebourg, Leroy	1	\$	694.46	\$	694.46
12/3/2015	SO-0000495582	06 Clos de la Roche, Leroy	1	\$	691.72	\$	691.72
12/9/2015	SO-0000495663	09 La Mission Haut Brion	12	\$	921.49	\$	11,057.88
12/9/2015	SO-0000495663	05 Chateauneuf Clos des Papes, Avril	60	\$	95.76	\$	5,745.60
12/9/2015	SO-0000495663	89 Clinet	12	\$	453.75	\$	5,445.00
12/9/2015	SO-0000495663	05 Hosanna	36	\$	153.13	\$	5,512.68
12/9/2015	SO-0000495663	07 Barolo Ciabot Mentin, Clerico	60	\$	72.12	\$	4,327.20
12/9/2015	SO-0000495663	2011 Screaming Eagle	4	\$	1,200.00	\$	4,800.00
12/9/2015	SO-0000495663	82 La Mission Haut Brion	4	\$	640.00	\$	2,560.00
12/9/2015	SO-0000495663	07 Tignanello, Antinori	36	\$	73.45	\$	2,644.20
12/9/2015	SO-0000495663	2010 Volnay Fremiets, Boillot	48	\$	48.08	\$	2,307.84
12/9/2015	SO-0000495663	99 Cristal	12	\$	175.00	\$	2,100.00
12/17/2015	SO-0000495785	07 Musigny, Leroy	6	\$	3,338.75	\$	20,032.50
12/17/2015	SO-0000495785	07 Clos de Beze, Rousseau	12	\$	961.39	\$	11,536.68
12/17/2015	SO-0000495785	2010 Clos Fourtet	72	\$	96.16	\$	6,923.52
12/17/2015	SO-0000495808	09 Ermitage Meal Rouge Magnu, Chapoutier	12	\$	499.00	\$	5,988.00
12/17/2015	SO-0000495785	2010 Leoville Poyferre	36	\$	126.87	\$	4,567.32
12/17/2015	SO-0000495785	2010 Chateauneuf Cuvee Impe, R. Usseglio	60	\$	76.12	\$	4,567.20
12/17/2015	SO-0000495785	03 Clos de la Roche V.V. Magnum, Ponsot	6	\$	714.58	\$	4,287.48
12/17/2015	SO-0000495808	08 Clos de la Roche V.V, Ponsot	24	\$	154.92	\$	3,718.08
12/17/2015	SO-0000495808	07 Assorted Case, Ponsot	2	\$	1,625.04	\$	3,250.08
12/17/2015	SO-0000495808	07 Beaucastel	36	\$	60.00	\$	2,160.00
12/17/2015	SO-0000495785	09 La Conseillante	12	\$	207.00	\$	2,484.00
12/17/2015	SO-0000495785	09 Le Plus La Fleur de Bouard	24	\$	113.52	\$	2,724.48
12/17/2015	SO-0000495785	09 Suduiraut	36	\$	72.12	\$	2,596.32
12/17/2015	SO-0000495785	2010 Branaire Ducru	36	\$	65.44	\$	2,355.84
12/17/2015	SO-0000495785	2010 Le Carre	36	\$	60.10	\$	2,163.60
12/17/2015	SO-0000495808	2010 Beaucastel	36	\$	66.11	\$	2,379.96
12/17/2015	SO-0000495785	2010 Bon Pasteur	36	\$	59.30	\$	2,134.80
12/17/2015	SO-0000495785	2010 d'Issan	24	\$	65.44	\$	1,570.56
12/17/2015	SO-0000495808	2010 Gigondas Hautes Garrigues, Santa Du	36	\$	43.40	\$	1,562.40
12/17/2015	SO-0000495785	09 Haut Bailly	12	\$	125.54	\$	1,506.48
12/17/2015	SO-0000495785	2010 Cantemerle	36	\$	32.05	\$	1,153.80
12/21/2015	SO-0000495842	2010 Chambertin, Rousseau	6	\$	1,200.00	\$	7,200.00
12/21/2015	SO-0000495842	05 Clos des Lambrays	24	\$	120.00	\$	2,880.00
12/21/2015	SO-0000495842	05 Romanee St Vivant, DRC	4	\$	1,200.00	\$	4,800.00
12/21/2015	SO-0000495842	99 Dom Perignon	24	\$	110.92	\$	2,662.08
12/21/2015	SO-0000495842	2010 Musigny, Mugnier	3	\$	1,268.72	\$	3,806.16
12/21/2015	SO-0000495842	2012 Bonnes Mares, Roumier	3	\$	750.00	\$	2,250.00
12/21/2015	SO-0000495842	2000 Pichon Lalande	12	\$	224.58	\$	2,694.96
12/21/2015	SO-0000495842	09 Chateauneuf Reservee, Pegau	36	\$	60.10	\$	2,163.60
12/21/2015	SO-0000495842	2010 Gigondas Hautes Garrigues, Santa Du	36	\$	43.40	\$	1,562.40
12/21/2015	SO-0000495842	2010 Dames de Montrose	36	\$	40.06	\$	1,442.16
12/21/2015	SO-0000495842	85 Salon	3	\$	550.00	\$	1,650.00
12/21/2015	SO-0000495842	2011 Taylor	36	\$	57.00	\$	2,052.00
12/21/2015	SO-0000495842	2012 Musigny, Roumier	1	\$	6,100.00	\$	6,100.00
12/28/2015	SO-0000495842	02 Lafite Rothschild	12	\$	440.00	\$	5,280.00
12/28/2015	SO-0000495842	04 Latour	12	\$	428.75	\$	5,145.00

12/28/2015	SO-0000495842	09 Suduiraut	48	\$	72.12	\$	3,461.76
12/28/2015	SO-0000495842	2010 Les Asteries	36	\$	86.81	\$	3,125.16
12/28/2015	SO-0000495842	2010 Chateauneuf Cuvee Impe, R. Usseglio	36	\$	76.12	\$	2,740.32
12/28/2015	SO-0000495842	07 Musigny V.V., Vogue	6	\$	408.33	\$	2,449.98
12/28/2015	SO-0000495842	07 Barolo Pajana, Clerico	36	\$	66.11	\$	2,379.96
12/28/2015	SO-0000495842	03 Leoville Poyferre	12	\$	110.00	\$	1,320.00
12/28/2015	SO-0000495842	09 Cantenac Brown	24	\$	53.42	\$	1,282.08
12/28/2015	SO-0000495842	77 Taylor	12	\$	100.27	\$	1,203.24
12/28/2015	SO-0000495842	2010 Cantemerle	36	\$	32.05	\$	1,153.80
12/28/2015	SO-0000495842	02 Pol Roger Blanc de Blancs	24	\$	35.00	\$	840.00
12/28/2015	SO-0000495842	2011 Fonseca	36	\$	63.00	\$	2,268.00
12/28/2015	SO-0000495842	2011 Fonseca 1/2	48	\$	31.00	\$	1,488.00
12/28/2015	SO-0000495842	2011 Taylor 1/2	48	\$	29.00	\$	1,392.00
12/28/2015	SO-0000495842	2011 Graham	24	\$	55.00	\$	1,320.00
12/28/2015	SO-0000495842	2011 Dow 1/2	48	\$	55.00	\$	2,640.00
12/30/2015	SO-0000495889	2012 Chateauneuf Reservee, Pegau	120	\$	50.00	\$	6,000.00
12/30/2015	SO-0000495889	2010 Solaia, Antinori	24	\$	166.94	\$	4,006.56
12/30/2015	SO-0000495889	2000 Taittinger Comtes Champagne Blanc	36	\$	90.81	\$	3,269.16
12/30/2015	SO-0000495889	09 Cornas, Clape	12	\$	126.87	\$	1,522.44
1/5/2016	SO-000495915	97 Cheval Blanc	7	\$	350.00	\$	2,450.00
1/5/2016	SO-000495915	03 Carruades de Lafite	2	\$	200.00	\$	400.00
1/5/2016	SO-000495915	03 Forts de Latour	6	\$	230.00	\$	1,380.00
1/5/2016	SO-000495915	05 Chateauneuf Combe des , Clos St Jean	4	\$	100.00	\$	400.00
1/5/2016	SO-000495915	05 Clos Fourtet	12	\$	210.00	\$	2,520.00
1/5/2016	SO-000495915	05 Clos l'Eglise (Pomerol)	6	\$	170.00	\$	1,020.00
1/5/2016	SO-000495915	05 Hermitage Ex Voto, Guigal	3	\$	370.00	\$	1,110.00
1/5/2016	SO-000495915	05 Marojallia	16	\$	125.00	\$	2,000.00
1/5/2016	SO-000495915	06 Brunello di Montalcino, Pacenti	12	\$	60.00	\$	720.00
1/5/2016	SO-000495915	07 Hermitage Rouge Ex Voto, Guigal	6	\$	380.00	\$	2,280.00
1/5/2016	SO-000495915	07 Brunello di Montalcino, Pacenti	12	\$	60.00	\$	720.00
1/5/2016	SO-000495915	07 Chateauneuf du Pape, Charvin	12	\$	95.00	\$	1,140.00
1/5/2016	SO-000495915	07 Chateauneuf V.V., Janasse	18	\$	280.00	\$	5,040.00
1/5/2016	SO-000495915	07 Corton Charlemagne, Boillot	9	\$	210.00	\$	1,890.00
1/5/2016	SO-000495915	08 Ducru 3 Liter	2	\$	360.00	\$	720.00
1/5/2016	SO-000495915	08 Hosanna	12	\$	180.00	\$	2,160.00
1/5/2016	SO-000495915	08 Troplong Mondot Magnum	5	\$	240.00	\$	1,200.00
1/5/2016	SO-000495915	09 Clos de Tart	2	\$	450.00	\$	900.00
1/5/2016	SO-000495915	09 Clos Vougeot, Prieur	3	\$	180.00	\$	540.00
1/5/2016	SO-000495915	09 Volnay Taillepieuds, Bouchard	12	\$	65.00	\$	780.00
1/5/2016	SO-000495915	2010 Chateauneuf Combes de, Clos St Jean	2	\$	110.00	\$	220.00
1/5/2016	SO-000495915	2010 Chateauneuf Deux Frere, P. Usseglio	11	\$	190.00	\$	2,090.00
1/5/2016	SO-000495915	2011 Clos Vougeot, Faiveley	5	\$	170.00	\$	850.00
1/5/2016	SO-000495915	2012 Chateauneuf Reservee Magnum, Pegau	9	\$	160.00	\$	1,440.00
			4,411			\$ 981,999.72	

Exhibit B**Additional Wine Transfers**

ShipDate	SalesOrder	Description	Qty Shipped	Unit Value	Total Value
10/6/2009	SO-0000325412	82 Lafite	2	\$ 2,200.00	\$ 4,400.00
11/4/2009	SO-0000326873	82 Lafite	2	\$ 2,200.00	\$ 4,400.00
11/12/2009	SO-0000327408	85 Margaux	5	\$ 300.00	\$ 1,500.00
11/30/2009	SO-0000329017	82 Grange Hermitage	2	\$ 289.67	\$ 579.33
11/30/2009	SO-0000329017	86 Grange Hermitage	2	\$ 200.00	\$ 400.00
11/30/2009	SO-0000329019	87 Dunn Howell Cab	4	\$ 100.00	\$ 400.00
2/8/2010	SO-0000332770	82 Lafite	3	\$ 2,200.00	\$ 6,600.00
6/15/2010	SO-0000338463	82 Lafite (BN - corroded cap)	1	\$ 2,050.00	\$ 2,050.00
5/20/2011	SO-0000356205	89 Haut Brion	1	\$ 1,200.00	\$ 1,200.00
9/19/2011	SO-0000362963	2000 Mouton Magnum	2	\$ 1,700.00	\$ 3,400.00
2/12/2012	SO-0000373497	08 Latour A Pomerol	60	\$ 69.00	\$ 4,140.00
			84		\$ 29,069.33

Exhibit C

548 Obligations

Sales Order					
Sales Order	Date	Description	Quantity	Unit Price	Total Price
SO-0000444624	5/10/2014	2010 Pape Clement	60	\$ 145.00	\$ 8,700.00
SO-0000444624	5/10/2014	2010 Troplong Mondot	120	\$ 100.00	\$ 12,000.00
SO-0000444624	5/10/2014	2010 Montrose	60	\$ 145.00	\$ 8,700.00
SO-0000444624	5/10/2014	2010 Lynch Bages	60	\$ 120.00	\$ 7,200.00
SO-0000444981	5/15/2014	2010 Pontet Canet	60	\$ 145.00	\$ 8,700.00
SO-0000444981	5/15/2014	09 Pavie	36	\$ 225.00	\$ 8,100.00
SO-0000444981	5/15/2014	2010 Pape Clement	60	\$ 145.00	\$ 8,700.00
SO-0000445345	5/20/2014	2010 La Mission Haut Brion	60	\$ 399.99	\$ 23,999.40
SO-0000445345	5/20/2014	2010 Lafite Rothschild	39	\$ 699.99	\$ 27,299.61
SO-0000445345	5/20/2014	2010 Pontet Canet	120	\$ 145.00	\$ 17,400.00
SO-0000445345	5/20/2014	09 Pavie	36	\$ 225.00	\$ 8,100.00
SO-0000445345	5/20/2014	2010 Lafite Rothschild	9	\$ 699.99	\$ 6,299.91
SO-0000445434	5/22/2014	2010 La Mission Haut Brion	24	\$ 399.99	\$ 9,599.76
SO-0000445434	5/22/2014	09 La Mission Haut Brion	24	\$ 499.99	\$ 11,999.76
SO-0000445434	5/22/2014	2010 Pontet Canet	48	\$ 145.00	\$ 6,960.00
SO-0000445434	5/22/2014	2010 Cos d'Estournel	36	\$ 159.99	\$ 5,759.64
SO-0000445434	5/22/2014	2010 Leoville Poyferre	48	\$ 100.00	\$ 4,800.00
SO-0000445434	5/22/2014	09 Smith Haut Lafitte Rouge	36	\$ 149.99	\$ 5,399.64
SO-0000445434	5/22/2014	2010 Montrose	12	\$ 145.00	\$ 1,740.00
SO-0000446417	6/3/2014	2010 Mouton Rothschild	31	\$ 499.99	\$ 15,499.69
SO-0000446417	6/3/2014	2010 Pichon Lalande	60	\$ 125.00	\$ 7,500.00
SO-0000446417	6/3/2014	2010 Latour	6	\$ 899.99	\$ 5,399.94
SO-0000446417	6/3/2014	2010 Leoville Poyferre	60	\$ 100.00	\$ 6,000.00
SO-0000446417	6/3/2014	2010 Troplong Mondot	36	\$ 110.00	\$ 3,960.00
SO-0000446417	6/3/2014	2010 Mouton Rothschild	5	\$ 499.99	\$ 2,499.95
SO-0000446497	6/4/2014	2010 Beausejour Duffau	24	\$ 200.00	\$ 4,800.00
SO-0000446497	6/4/2014	2010 Beausejour Duffau	12	\$ 200.00	\$ 2,400.00
SO-0000447626	6/16/2014	2010 Ducru Beaucaillou	36	\$ 152.49	\$ 5,489.64
SO-0000447626	6/16/2014	09 Bellevue Mondot	24	\$ 202.50	\$ 4,860.00
SO-0000447717	6/18/2014	2010 Mouton Rothschild	12	\$ 502.49	\$ 6,029.88
SO-0000447717	6/18/2014	2010 Ducru Beaucaillou	24	\$ 152.49	\$ 3,659.76
SO-0000447717	6/18/2014	2010 Haut Bailly	24	\$ 102.50	\$ 2,460.00
SO-0000447717	6/18/2014	2010 Clos Fourtet	24	\$ 112.50	\$ 2,700.00
SO-0000448621	6/30/2014	09 Smith Haut Lafitte Rouge	48	\$ 152.49	\$ 7,319.52
SO-0000448621	6/30/2014	2010 Smith Haut Lafitte	48	\$ 77.50	\$ 3,720.00
SO-0000448621	6/30/2014	2011 Clos de la Roche V.V., Ponsot	12	\$ 327.50	\$ 3,930.00
SO-0000448649	7/1/2014	2010 Haut Brion	60	\$ 602.49	\$ 36,149.40
SO-0000492674	10/21/2015	09 Haut Brion	24	\$ 541.67	\$ 13,000.08
SO-0000492674	10/21/2015	01 d'Yquem 1/2	48	\$ 158.33	\$ 7,599.84
SO-0000492674	10/21/2015	09 La Conseillante	24	\$ 125.00	\$ 3,000.00
SO-0000492674	10/21/2015	2010 Le Dome	36	\$ 141.67	\$ 5,100.12

SO-0000492674	10/21/2015	2010 Leoville Poyferre	24	\$	100.00	\$	2,400.00
SO-0000492674	10/21/2015	09 Haut Bailly	24	\$	133.33	\$	3,199.92
SO-0000492674	10/21/2015	2010 Smith Haut Lafitte	24	\$	100.00	\$	2,400.00
SO-0000493715	11/3/2015	09 Haut Brion	12	\$	541.67	\$	6,500.04
SO-0000493715	11/3/2015	05 Margaux Magnum	6	\$	1,000.00	\$	6,000.00
SO-0000493715	11/3/2015	2012 Musigny V.V., Vogue	12	\$	375.00	\$	4,500.00
SO-0000493715	11/3/2015	09 Ducru Beaucaillou	24	\$	158.33	\$	3,799.92
SO-0000493715	11/3/2015	09 La Conseillante	24	\$	133.33	\$	3,199.92
SO-0000493715	11/3/2015	09 Leoville las Cases Magnum	6	\$	333.33	\$	1,999.98
SO-0000493715	11/3/2015	02 Dom Perignon	24	\$	116.67	\$	2,800.08
SO-0000493715	11/3/2015	2010 Leoville Poyferre	24	\$	100.00	\$	2,400.00
SO-0000493715	11/3/2015	2010 Le Dome	24	\$	141.67	\$	3,400.08
SO-0000493715	11/3/2015	2010 Haut Bailly	24	\$	83.33	\$	1,999.92
SO-0000493715	11/3/2015	2010 Troplong Mondot	24	\$	100.00	\$	2,400.00
SO-0000493715	11/3/2015	2010 Clos Fourtet	24	\$	83.33	\$	1,999.92
SO-0000493715	11/3/2015	09 Smith Haut Lafitte Rouge	24	\$	150.00	\$	3,600.00
SO-0000493715	11/3/2015	09 Haut Bailly	12	\$	133.33	\$	1,599.96
SO-0000493715	11/3/2015	2010 Smith Haut Lafitte	12	\$	100.00	\$	1,200.00
SO-0000494752	11/9/2015	2000 La Mission Haut Brion	12	\$	450.00	\$	5,400.00
SO-0000494752	11/9/2015	2010 Leoville Poyferre	24	\$	100.00	\$	2,400.00
SO-0000494752	11/9/2015	2010 Le Dome	24	\$	190.00	\$	4,560.00
SO-0000494752	11/9/2015	2010 Haut Bailly	24	\$	100.00	\$	2,400.00
SO-0000494752	11/9/2015	2010 Clos Fourtet	24	\$	110.00	\$	2,640.00
SO-0000494752	11/9/2015	2010 Les Asteries	24	\$	80.00	\$	1,920.00
SO-0000494752	11/9/2015	09 Haut Bailly	12	\$	160.00	\$	1,920.00
SO-0000494752	11/9/2015	2010 Smith Haut Lafitte	12	\$	100.00	\$	1,200.00
SO-0000494399	11/10/2015	09 Haut Brion	12	\$	541.67	\$	6,500.04
SO-0000494399	11/10/2015	2000 La Mission Haut Brion	12	\$	416.67	\$	5,000.04
SO-0000494399	11/10/2015	03 Lafite Magnum	3	\$	1,000.00	\$	3,000.00
SO-0000494399	11/10/2015	04 Lafite Rothschild	12	\$	333.33	\$	3,999.96
SO-0000494399	11/10/2015	04 Latour Magnum	6	\$	666.67	\$	4,000.02
SO-0000494399	11/10/2015	08 Latour 3 Liter	3	\$	1,666.67	\$	5,000.01
SO-0000494399	11/10/2015	2000 Pavie	12	\$	250.00	\$	3,000.00
SO-0000494399	11/10/2015	86 d'Yquem	12	\$	208.33	\$	2,499.96
SO-0000494399	11/10/2015	09 Bellevue Mondot	12	\$	208.33	\$	2,499.96
SO-0000494399	11/10/2015	05 Pape Clement	24	\$	83.33	\$	1,999.92
SO-0000494399	11/10/2015	02 Clos de Tart	12	\$	208.33	\$	2,499.96
SO-0000494399	11/10/2015	2010 Leoville Poyferre	24	\$	100.00	\$	2,400.00
SO-0000494399	11/10/2015	05 Clos des Lambrays	12	\$	100.00	\$	1,200.00
SO-0000494399	11/10/2015	2010 Rauzan Segla	24	\$	83.33	\$	1,999.92
SO-0000494399	11/10/2015	2010 Smith Haut Lafitte	24	\$	100.00	\$	2,400.00
SO-0000494399	11/10/2015	2010 Troplong Mondot	12	\$	100.00	\$	1,200.00
SO-0000494399	11/10/2015	2010 Smith Haut Lafitte	12	\$	83.33	\$	999.96
SO-0000494399	11/10/2015	05 Montrose	12	\$	100.00	\$	1,200.00
SO-0000494399	11/10/2015	2010 Clos Fourtet	12	\$	83.33	\$	999.96
SO-0000494399	11/10/2015	03 Leoville Poyferre	12	\$	116.67	\$	1,400.04
SO-0000495663	12/3/2015	09 La Mission Haut Brion	12	\$	400.00	\$	4,800.00

SO-0000495663	12/3/2015 05 Chateauneuf Clos des Papes, Avril	60	\$ 75.00	\$ 4,500.00
SO-0000495663	12/3/2015 89 Clinet	12	\$ 375.00	\$ 4,500.00
SO-0000495582	12/3/2015 01 Musigny VV, Vogue	12	\$ 400.00	\$ 4,800.00
SO-0000495663	12/3/2015 05 Hosanna	36	\$ 130.00	\$ 4,680.00
SO-0000495582	12/3/2015 2012 Screaming Eagle	3	\$ 2,000.00	\$ 6,000.00
SO-0000495663	12/3/2015 07 Barolo Ciabot Mentin, Clerico	60	\$ 70.00	\$ 4,200.00
SO-0000495663	12/3/2015 2011 Screaming Eagle	4	\$ 1,300.00	\$ 5,200.00
SO-0000495663	12/3/2015 82 La Mission Haut Brion	4	\$ 600.00	\$ 2,400.00
SO-0000495582	12/3/2015 2010 Haut Bailly	24	\$ 100.00	\$ 2,400.00
SO-0000495663	12/3/2015 07 Tignanello, Antinori	36	\$ 74.00	\$ 2,664.00
SO-0000495663	12/3/2015 2010 Volnay Fremiets, Boillot	48	\$ 50.00	\$ 2,400.00
SO-0000495663	12/3/2015 99 Cristal	12	\$ 200.00	\$ 2,400.00
SO-0000495582	12/3/2015 06 Richebourg, Leroy	1	\$ 900.00	\$ 900.00
SO-0000495582	12/3/2015 06 Clos de la Roche, Leroy	1	\$ 800.00	\$ 800.00
SO-0000495785	12/14/2015 07 Musigny, Leroy	6	\$ 2,000.00	\$ 12,000.00
SO-0000495785	12/14/2015 07 Clos de Beze, Rousseau	12	\$ 375.00	\$ 4,500.00
SO-0000495785	12/14/2015 2010 Clos Fourtet	72	\$ 66.67	\$ 4,800.24
SO-0000495785	12/14/2015 2010 Leoville Poyferre	36	\$ 83.33	\$ 2,999.88
SO-0000495785	12/14/2015 2010 Chateauneuf Cuvee Impe, R. Usseglio	60	\$ 54.17	\$ 3,250.20
SO-0000495785	12/14/2015 03 Clos de la Roche V.V. Magnum, Ponsot	6	\$ 500.00	\$ 3,000.00
SO-0000495785	12/14/2015 09 La Conseillante	12	\$ 108.33	\$ 1,299.96
SO-0000495785	12/14/2015 09 Le Plus La Fleur de Bouard	24	\$ 66.67	\$ 1,600.08
SO-0000495785	12/14/2015 09 Suduiraut	36	\$ 37.50	\$ 1,350.00
SO-0000495785	12/14/2015 2010 Branaire Ducru	36	\$ 25.00	\$ 900.00
SO-0000495785	12/14/2015 2010 Le Carre	36	\$ 37.50	\$ 1,350.00
SO-0000495785	12/14/2015 2010 Bon Pasteur	36	\$ 29.17	\$ 1,050.12
SO-0000495785	12/14/2015 2010 d'Issan	24	\$ 31.25	\$ 750.00
SO-0000495785	12/14/2015 09 Haut Bailly	12	\$ 108.33	\$ 1,299.96
SO-0000495785	12/14/2015 2010 Cantemerle	36	\$ 25.00	\$ 900.00
SO-000495915	12/14/2015 97 Cheval Blanc	7	\$ 175.00	\$ 1,225.00
SO-000495915	12/14/2015 03 Carruades de Lafite	2	\$ 100.00	\$ 200.00
SO-000495915	12/14/2015 03 Forts de Latour	6	\$ 125.00	\$ 750.00
SO-000495915	12/14/2015 05 Chateauneuf Combe des , Clos St Jean	4	\$ 75.00	\$ 300.00
SO-000495915	12/14/2015 05 Clos Fourtet	12	\$ 75.00	\$ 900.00
SO-000495915	12/14/2015 05 Clos l'Eglise (Pomerol)	6	\$ 80.00	\$ 480.00
SO-000495915	12/14/2015 05 Hermitage Ex Voto, Guigal	3	\$ 100.00	\$ 300.00
SO-000495915	12/14/2015 05 Marojallia	16	\$ 85.00	\$ 1,360.00
SO-000495915	12/14/2015 06 Brunello di Montalcino, Pacenti	12	\$ 50.00	\$ 600.00
SO-000495915	12/14/2015 07 Hermitage Rouge Ex Voto, Guigal	6	\$ 125.00	\$ 750.00
SO-000495915	12/14/2015 07 Brunello di Montalcino, Pacenti	12	\$ 40.00	\$ 480.00
SO-000495915	12/14/2015 07 Chateauneuf du Pape, Charvin	12	\$ 40.00	\$ 480.00
SO-000495915	12/14/2015 07 Chateauneuf V.V., Janasse	18	\$ 125.00	\$ 2,250.00
SO-000495915	12/14/2015 07 Corton Charlemagne, Boillot	9	\$ 75.00	\$ 675.00
SO-000495915	12/14/2015 08 Ducru 3 Liter	2	\$ 300.00	\$ 600.00
SO-000495915	12/14/2015 08 Hosanna	12	\$ 75.00	\$ 900.00
SO-000495915	12/14/2015 08 Troplong Mondot Magnum	5	\$ 100.00	\$ 500.00
SO-000495915	12/14/2015 09 Clos de Tart	2	\$ 150.00	\$ 300.00

SO-000495915	12/14/2015 09 Clos Vougeot, Prieur	3	\$	100.00	\$	300.00
SO-000495915	12/14/2015 09 Volnay Taillepieds, Bouchard	12	\$	40.00	\$	480.00
SO-000495915	12/14/2015 2010 Chateauneuf Combes de, Clos St Jean	2	\$	100.00	\$	200.00
SO-000495915	12/14/2015 2010 Chateauneuf Deux Frere, P. Usseglio	11	\$	75.00	\$	825.00
SO-000495915	12/14/2015 2011 Clos Vougeot, Faiveley	5	\$	50.00	\$	250.00
SO-000495915	12/14/2015 2012 Chateauneuf Reservee Magnum, Pegau	9	\$	90.00	\$	810.00
SO-0000495808	12/16/2015 09 Ermitage Meal Rouge Magnu, Chapoutier	12	\$	300.00	\$	3,600.00
SO-0000495808	12/16/2015 08 Clos de la Roche V.V, Ponsot	24	\$	150.00	\$	3,600.00
SO-0000495808	12/16/2015 07 Assorted Case, Ponsot	2	\$	1,800.00	\$	3,600.00
SO-0000495808	12/16/2015 07 Beaucastel	36	\$	37.50	\$	1,350.00
SO-0000495808	12/16/2015 2010 Beaucastel	36	\$	33.33	\$	1,199.88
SO-0000495808	12/16/2015 2010 Gigondas Hautes Garrigues, Santa Du	36	\$	31.25	\$	1,125.00
SO-0000495842	12/21/2015 02 Lafite Rothschild	12	\$	250.00	\$	3,000.00
SO-0000495842	12/21/2015 2010 Chambertin, Rousseau	6	\$	600.00	\$	3,600.00
SO-0000495842	12/21/2015 05 Clos des Lambrays	24	\$	75.00	\$	1,800.00
SO-0000495842	12/21/2015 04 Latour	12	\$	250.00	\$	3,000.00
SO-0000495842	12/21/2015 05 Romanee St Vivant, DRC	4	\$	900.00	\$	3,600.00
SO-0000495842	12/21/2015 09 Suduiraut	48	\$	37.50	\$	1,800.00
SO-0000495842	12/21/2015 2010 Les Asteries	36	\$	31.25	\$	1,125.00
SO-0000495842	12/21/2015 2010 Chateauneuf Cuvee Impe, R. Usseglio	36	\$	54.17	\$	1,950.12
SO-0000495842	12/21/2015 99 Dom Perignon	24	\$	66.67	\$	1,600.08
SO-0000495842	12/21/2015 07 Musigny V.V., Vogue	6	\$	350.00	\$	2,100.00
SO-0000495842	12/21/2015 07 Barolo Pajana, Clerico	36	\$	37.50	\$	1,350.00
SO-0000495842	12/21/2015 2010 Musigny, Mugnier	3	\$	700.00	\$	2,100.00
SO-0000495842	12/21/2015 2012 Bonnes Mares, Roumier	3	\$	600.00	\$	1,800.00
SO-0000495842	12/21/2015 2000 Pichon Lalande	12	\$	116.67	\$	1,400.04
SO-0000495842	12/21/2015 09 Chateauneuf Reservee, Pegau	36	\$	31.25	\$	1,125.00
SO-0000495842	12/21/2015 03 Leoville Poyferre	12	\$	100.00	\$	1,200.00
SO-0000495842	12/21/2015 2010 Gigondas Hautes Garrigues, Santa Du	36	\$	31.25	\$	1,125.00
SO-0000495842	12/21/2015 2010 Dames de Montrose	36	\$	29.17	\$	1,050.12
SO-0000495842	12/21/2015 09 Cantenac Brown	24	\$	33.33	\$	799.92
SO-0000495842	12/21/2015 77 Taylor	12	\$	83.33	\$	999.96
SO-0000495842	12/21/2015 2010 Cantemerle	36	\$	29.17	\$	1,050.12
SO-0000495842	12/21/2015 85 Salon	3	\$	250.00	\$	750.00
SO-0000495842	12/21/2015 02 Pol Roger Blanc de Blancs	24	\$	41.67	\$	1,000.08
SO-0000495842	12/21/2015 2011 Fonseca	36	\$	35.42	\$	1,275.12
SO-0000495842	12/21/2015 2011 Fonseca 1/2	48	\$	18.75	\$	900.00
SO-0000495842	12/21/2015 2011 Taylor	36	\$	37.50	\$	1,350.00
SO-0000495842	12/21/2015 2011 Taylor 1/2	48	\$	18.75	\$	900.00
SO-0000495842	12/21/2015 2011 Graham	24	\$	35.42	\$	850.08
SO-0000495842	12/21/2015 2011 Dow 1/2	48	\$	18.75	\$	900.00
SO-0000495842	12/21/2015 2012 Musigny, Roumier	1	\$	2,500.00	\$	2,500.00
SO-0000495889	12/28/2015 2012 Chateauneuf Reservee, Pegau	120	\$	33.33	\$	3,999.60
SO-0000495889	12/28/2015 2010 Solaia, Antinori	24	\$	108.33	\$	2,599.92
SO-0000495889	12/28/2015 2000 Taittinger Comtes Champagne Blanc	36	\$	75.00	\$	2,700.00
SO-0000495889	12/28/2015 09 Cornas, Clape	12	\$	83.33	\$	999.96
		4,411			\$ 658,559.47	

Exhibit D

Additional Obligations

Sales Order					
Sales Order	Date	Description	Quantity	Unit Price	Total Price
SO-0000325412	10/3/2009	82 Lafite	2	\$ 2,800.00	\$ 5,600.00
SO-0000326873	10/28/2009	82 Lafite	2	\$ 2,800.00	\$ 5,600.00
SO-0000327408	11/4/2009	85 Margaux	5	\$ 350.00	\$ 1,750.00
SO-0000329017	11/25/2009	82 Grange Hermitage	2	\$ 279.99	\$ 559.98
SO-0000329017	11/25/2009	86 Grange Hermitage	2	\$ 395.00	\$ 790.00
SO-0000329019	11/25/2009	87 Dunn Howell Cab	4	\$ 99.99	\$ 399.96
SO-0000332770	2/6/2010	82 Lafite	3	\$ 2,800.00	\$ 8,400.00
SO-0000338463	6/10/2010	82 Lafite (BN - corroded cap)	1	\$ 2,800.00	\$ 2,800.00
SO-0000356205	5/20/2011	89 Haut Brion	1	\$ 1,499.00	\$ 1,499.00
SO-0000362963	9/19/2011	2000 Mouton Magnum	2	\$ 2,199.00	\$ 4,398.00
SO-0000373497	2/3/2012	08 Latour A Pomerol	60	\$ 39.99	\$ 2,399.40
			84		\$ 34,196.34