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7
8 *Special Litigation Counsel for*
9 *Michael G. Kasolas, Chapter 7 Trustee*
10 *For Fox Ortega Enterprises, Inc.*
11 *Db a 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 JOSEPH TSAI

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 Joseph Tsai (“**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 his 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 Joseph Tsai is an individual residing in Taiwan. Defendant may be
12 served with process at 10F, No. 9, Ren Ai Road, Section 2, Taipei, Taiwan 10055, Taiwan, R.O.C.

13 **GENERAL ALLEGATIONS**

14 **I. Premier Cru’s Operations**

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

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

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

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

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

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

21 Many new releases of highly desirable, limited-production wines (ie – Burgundy,
22 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
23 source the wines before they sell out (and at optimal prices). We send an email
notification when your wine arrives.

24 According to Fox, the majority of Premier Cru's revenue was derived from pre-arrival sales.

25 **II. The Fraud**

26 16. On or about August 11, 2016, Fox entered into a guilty plea in guilty plea in his
27 criminal case [*United States v. John Fox*, Case No. CR 16-281 JD, N.D. Cal] and executed a Plea
28

1 Agreement in which he admitted that he operated the Debtor as a fraudulent scheme. In his plea
2 agreement, Fox admitted that he “devised a scheme to defraud, and a scheme for obtaining
3 property by means of false and fraudulent pretenses, representations and omissions, through
4 Premier Cru’s sale of pre-arrival wine.” Fox further admitted that his fraudulent conduct began as
5 early as 1993 or 1994. Through Fox’s actions, Premier Cru engaged in a massive fraud whereby
6 funds derived from later fraudulent wine sales were used to pay obligations that arose from earlier
7 fraudulent transactions.

8 17. According to Premier Cru, the pre-arrival wines were wines that the company had
9 supposedly already contracted to purchase from its suppliers. Premier Cru further represented that
10 it would deliver the pre-arrival wines to customers within a time period of approximately six
11 months to two years after customers had paid for the wine. These representations were false at
12 the time they were made for at least two reasons. First, Fox admitted to falsifying purchase orders
13 for wine that Premier Cru had not contracted to purchase and then entering that wine into Premier
14 Cru’s inventory records for sale to its customers. He stated that Premier Cru “priced these wines
15 at prices below the market price, knowing that [he] had not and would not need to actually pay for
16 this wine from any vendors.” Second, Fox stated that Premier Cru contracted with “foreign
17 suppliers . . . to purchase wine, generally with the promise to pay those foreign suppliers within 30
18 days.” Fox did so even where he “knew that Premier Cru would not be able to make payment
19 within 30 days, or ever” because he (a) “embezzled money from Premier Cru’s business accounts
20 that [he] should have used to pay Premier Cru’s suppliers” or (b) “diverted money coming in from
21 current customers to obtain wine for prior customers who had never received their wine.” In
22 either event, the end result was the same—Premier Cru did not have the wine required to fulfill the
23 obligations for its pre-arrival customers. Fox further admitted that “customers paid Premier Cru
24 for wine that [he] knew Premier Cru could not deliver to them and which they never received” and
25 that his false statements were made “with the intent to defraud Premier Cru’s customers.” At the
26 time of the bankruptcy, approximately 4,500 customers had not received pre-arrival wine for
27 which that had already paid.

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

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

25 20. The sales and subsequent transfers to the Defendant were made as a part of the
26 fraud and with the actual intent to hinder, delay, or defraud Premier Cru's creditors. Premier Cru
27 made the transfers and incurred the obligations with the purpose of concealing the ongoing fraud,
28 lulling customers into a false sense that Premier Cru was a legitimate business, causing customers

1 to continue to purchase wine from Premier Cru, and preventing customers from complaining to
2 law enforcement authorities by paying them cash settlements.

3 21. Defendant was aware of issues with Premier Cru before the receipt of transfers
4 from the Debtor. At least as early as October 22, 2012, Defendant identified that Premier Cru's
5 deliveries were behind schedule and that Premier Cru might not have actually purchased the Pre-
6 Arrival wines from its vendors:

7 Thanks for your prompt reply. As you know, 2009 Bordeaux has been delivered
8 by the Chateau earlier this year. I have purchase significant amount of 2009
9 Bordeaux Em Premier through Premier Cru and have expected delivery in May
time frame. It's almost six months past its original delivery dates and I am getting
quite nervous if it will ever get delivered.

10 Before I seek out for Legal alternative resolution to this matter, I will offer
11 Premier Cru two options: 1. To deliver ALL my 2009 Bordeaux purchase by
12 December 14th, 2012 in UK or option 2: If you have not yet purchase the wines
13 and wish to settle by current market price of the wine via cash settlement, I am
also open for such resolution. However I need to know before November 1st,
2012 for cash settlement option and we need to agree on the current market value
of the undelivered 2009 bordeaux orders.

14 Defendant again expressed his frustrations over delayed deliveries in an email sent to Fox on
15 November 29, 2012:

16 I would like to talk to you over the phone regarding delivery of my 2009
17 Bordeaux. Please let me know your mobile number and I will call you 9am
18 California time. Time is soon approaching to the delivery deadline and I have yet
19 to find comfort that Premier Cru will be fulfilling its obligation of delivery of all
my 2009 wines. I hope to hear back from you soon as I would hesitate to use
legal remedies to resolve this issue.

20 But full delivery did not occur during 2012.

21 22. During 2013, Defendant continued to press Premier Cru for delivery of his wine.
22 Eventually, on November 21, 2013, Defendant sent the following email with the subject line
23 "Need your response or Legal action will be taken":

24 I have tried to call you and leaving you message as well as emailing you last few
25 weeks. But I have not heard back when I can pick up the rest of my Bordeaux in
UK?

26 I would like the rest of my unfulfilled order be delivered by year end. Please let
27 me know your delivery plans. I am running out of patience and might be looking
28 for legal resolution if you are not delivering the wines. If you do not plan to
deliver, I would ask for the refund on the rest of my wine purchase that has yet to
deliver, which will total to sum of \$817,096 USD.

1 23. During 2014, Defendant emailed requesting updates regularly, including the
2 following email sent on February 18, 2014 titled "Update on my 2009 Bordeaux": "it's been more
3 than four months since you have talk about delivering the wines, where is it and when can I pick
4 up?" On April 22, 2014, Defendant again asked for an update and threatened litigation: "Please let
5 me know what is the plan. Otherwise I will begin legal process." Having not received all of his
6 wines, Defendant sent another email threatening litigation on November 17, 2014:

7 I am expecting to receive an email from you on your plan to resolve the
8 undelivered wine by end of this year. Alternatively, you can wire me the
9 undelivered dollar amount of \$731,525.71 USD instead of delivering the wines to
10 settle this matter. If I don't receive any further resolution plans by end of today as
you have promised on the phone last week, I will commence with the legal
process and you will be hearing from my lawyers in coming days.

11 24. On December 16, 2014, Defendant hired Banys P.C. and filed suit against Premier
12 Cru. The parties resolved their dispute through a settlement agreement dated February 16th, 2015,
13 wherein Premier Cru promised to make a payment of \$731,526.71 within five business days (the
14 "**Settlement Obligation**"). Defendant submitted to the jurisdiction of the courts of California by
15 filing the Complaint and in connection with the Settlement Obligation. Unsurprisingly, Premier
16 Cru breached the settlement agreement immediately. On March 16, 2016, Defendant's counsel
17 sent a letter to Premier Cru noting that "[t]he parties settled this matter one month ago, with
18 payment from your client due 5 business days later. Your client has yet to pay and is in clear
19 breach of the agreement." On March 27, 2015, Defendant's counsel would notify Premier Cru
20 that the first settlement check bounced. Premier Cru would thereafter make periodic payments to
21 the Defendant over the course of 2015 which eventually satisfied the Settlement Obligation, all
22 while repeatedly violating its newly promised payment amounts and deadlines.

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

24 25. Multiple badges of fraud are present with respect to the transactions with and
25 transfers to the Defendant, including the following:

- 26 • Premier Cru was insolvent during the period of the transfers;
- 27 • Premier Cru had incurred, and was continuing to incur, substantial debt while it
- 28 was making its payments to the Defendant;

- The true nature of the transactions with the Defendant was concealed. Premier Cru made false statements indicating that it was contractually entitled to receive the pre-arrival wine from its suppliers and falsified accounting documentation to cover up its fraudulent actions. Fox further admitted to making efforts to conceal the fraud through false statements to customers regarding the status of their orders. As admitted by Fox, his actions were undertaken with the intent to defraud customers;
- The transfers were made while Premier Cru was under threat of potential lawsuits. Had Premier Cru's creditors discovered the fraud, Premier Cru and its principals would have been subject to numerous lawsuits. In fact, Premier Cru's customers repeatedly and regularly threatened the company with lawsuits where pre-arrival wine was not delivered, and in some instances, actually filed suit;
- Premier Cru removed and concealed assets. Fox admitted that, in the face of customer complaints, he caused Premier Cru to deliver wine to the complaining customers that was paid for by other customers. Furthermore, Fox caused Premier Cru to transfer large sums for his personal benefit as further described in his plea agreement;
- Premier Cru incurred the obligations and made the transfers described herein for 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 transactions was to provide liquidity to fuel the fraud and for Fox's improper diversions and embezzlement. Moreover, Premier Cru's entry into fraudulent pre-arrival wine sales naturally increased based upon its need to enter into more and more fraudulent transactions to pay for prior obligations;
- Premier Cru's conduct was both exceptional and peculiar. Such conduct included falsifying accounting documentation, making false statements to customers, and generally utilizing payments from later customers to fulfill obligations owed to prior customers;
- Premier Cru made false statements, concealed facts, and operated under false pretenses. Among other things, Premier made misrepresentations concerning the following: (a) its financial condition; (b) its contractual relationships with suppliers and its right to receive the wines in question; (c) its inventory balances; and (d) the purported reason for delays in wine delivery;

- The transactions with the customers for the fraudulent wine transactions, including the Defendant, were questionable and not in ordinary course for a legitimate business. Companies such as Premier Cru do not intentionally misrepresent their inventory and contractual purchases from their vendors or alter documents to support sales;
- Premier Cru entered into the transactions involved in the fraud under secrecy and haste, and the transactions were unusual. Premier Cru disguised its pre-arrival sales using falsified documentation and misrepresentations to its customers. Furthermore, Premier Cru acted with haste in fulfilling fraudulent orders for those customers that complained repeatedly or forcefully;
- Premier Cru was aware of its creditors' claims against the company and that Premier Cru was incapable of paying those claims.

CLAIMS FOR RELIEF

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

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

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

28. Premier Cru transferred the at least 156 bottles of wine to the Defendant in the two years prior to the Petition Date (the “**548 Wine Transfers**”). The 548 Wine Transfers are more fully described in Exhibit A, which is attached hereto.

29. In addition to the 548 Wine Transfers, Premier Cru made the following transfers from its bank account to Banys P.C. for the benefit Defendant (the “**548 Cash Transfers**”):

Date	Amount
4/1/2015	\$23,300.00
4/1/2015	\$1,700.00
4/13/2015	\$35,000.00
4/20/2015	\$36,000.00
5/13/2015	\$143,000.00
6/15/2015	\$50,000.00
6/22/2015	\$50,000.00
7/7/2015	\$25,000.00
7/16/2015	\$75,000.00
7/23/2015	\$90,000.00
7/24/2015	\$30,000.00
7/27/2015	\$60,000.00

7/30/2015	\$40,000.00
7/31/2015	\$20,000.00
8/19/2015	\$53,036.71

30. The 548 Wine Transfers and the 548 Cash Transfers (collectively, the “**548 Transfers**”) were made within two years of the Petition Date.

31. The aggregate amount of the 548 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.

32. The 548 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 548 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.

33. Moreover, Fox’s plea agreement evidences Premier Cru’s intent to defraud its creditors through the fraudulent scheme. Therefore, the 548 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.

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

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

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

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)

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

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

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

40. Premier Cru also transferred at least 1,735 bottles of wine to the Defendant during the seven 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.

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

42. 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.

43. 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.

44. 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 45. 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 46. Defendant was the initial transferee of the Total Transfers as the Defendant
6 received the wine and funds transferred directly from Premier Cru.

7 47. 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 **(Settlement Obligation)**

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

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

17 50. Premier Cru incurred the Settlement Obligation in the two years prior to the
18 Petition Date.

19 51. The Settlement Obligation was made as a part of the fraud at Premier Cru. Premier
20 Cru entered into the Settlement Obligation in furtherance of its fraudulent scheme. Premier Cru
21 entered into the Settlement Obligation in order to conceal its wrongdoing from its customers.
22 Furthermore, Premier Cru entered into additional transactions with other customers at a later time
23 that ultimately provided the company with the funds necessary to satisfy the Settlement
24 Obligation. This pattern of conduct of using new money to fund the fulfillment of earlier
25 obligations constitutes a Ponzi scheme or similar fraud whereby funds received from later
26 fraudulent transactions were used to fund prior obligations.

27 52. Moreover, Fox's plea agreement evidences Premier Cru's intent to defraud its
28 creditors through the fraudulent scheme. Therefore, the Settlement Obligation was incurred with

1 the actual intent to hinder, delay, or defraud entities to which Premier Cru was or became indebted
2 to on or after the date of the transfer.

3 53. As stated above, there are a multitude of badges of fraud present with respect to the
4 transactions with the Defendant. The existence and sheer number of the badges of fraud present in
5 this matter indicate that Premier Cru intended to hinder, delay, or defraud its creditors in entering
6 into the sales and incurring the Settlement Obligation.

7 54. Pursuant to 11 U.S.C. §§ 548(a)(1)(A), the Trustee is entitled to judgment avoiding
8 the Settlement Obligation.

9
10 **Count IV – Actual Intent Voidable Transfer**
Under California Civil Code § 3439.04(a)(1) et seq.; 11 U.S.C. §§ 544 and 550
(Obligations to Defendant)

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

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

15 57. Premier Cru incurred the Settlement Obligation as detailed above.

16 58. Premier Cru also incurred obligations to the Defendant relating to 1891 bottles of
17 wine during the seven years prior to the Petition Date (the “Additional **Obligations**”). The
18 Additional Obligations are more fully described in Exhibit C, which is attached hereto.

19 59. The Settlement Obligation and the Additional Obligations (collectively, the “**Total**
20 **Obligations**”) were incurred within seven years of the Petition Date.

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

24 61. The Total Obligations were incurred as a part of the fraud at Premier Cru. Premier
25 Cru entered into the underlying wine sales and the Settlement Obligation in furtherance of its
26 fraudulent scheme. Each of the Additional Obligations generated cash through the alleged “sale”
27 of the wine to the Defendant. These sham transactions provided Premier Cru with the funds it
28 required to satisfy already existing obligations that were part of the fraudulent scheme.

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

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

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

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

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

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

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

23 67. Premier Cru made the 548 Transfers to the Defendant.

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

27 69. Premier Cru received less than reasonably equivalent value in exchange for the 548
28 Transfers.

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

6 71. Defendant was the initial transferee of the 548 Transfers as the Defendant received
7 the wine and funds transferred directly from Premier Cru.

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

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

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

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

17 75. Premier Cru made the Total Transfers to the Defendant.

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

21 77. Premier Cru received less than reasonably equivalent value in exchange for the
22 Total Transfers.

23 78. The Total Transfers were made at a time when Premier Cru (a) was insolvent
24 and/or was engaged or was about to engage in a business or a transaction for which the remaining
25 assets of the debtor were unreasonably small in relation to the business or transaction; or (b)
26 intended to incur, or believed or reasonably should have believed that it would incur, debts beyond
27 its ability to pay as they became due.
28

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

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

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

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

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

83. Premier Cru incurred the Obligations.

84. The aggregate amount of the Obligations 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.

85. Premier Cru received less than reasonably equivalent value in exchange for the Total Obligations.

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

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

PRAYER

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

- Entering an order of judgment avoiding the 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 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 Settlement Obligation and the 548 Transfers to the Defendant under 11 U.S.C. § 548(a)(1)(A);
- Entering an order of judgment avoiding the 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 Wine Transfers

CustName	ShipDate	SalesOrder	Description	Qty		
				Shipped	Unit Value	Total Value
Joe Tsai	4/12/2014	SO-0000353870	09 Ducru Beaucaillou	48	\$ 380.00	\$ 18,240.00
Joe Tsai	4/16/2014	SO-0000354575	09 Cheval Blanc	12	\$ 1,400.00	\$ 16,800.00
Joe Tsai	4/16/2014	SO-0000355276	09 Cheval Blanc	48	\$ 1,400.00	\$ 67,200.00
Joe Tsai	4/16/2014	SO-0000355455	09 Cheval Blanc	48	\$ 1,400.00	\$ 67,200.00
				<u>156</u>		<u>\$ 169,440.00</u>

Exhibit B

Additional Wine Transfers

CustName	ShipDate	SalesOrder	Description	Qty			Total Value
				Shipped	Unit Value		
Joe Tsai	11/29/2012	SO-0000353812	09 Pavie	12	\$ 333.88	\$	4,006.56
Joe Tsai	11/29/2012	SO-0000353812	09 Angelus	12	\$ 339.00	\$	4,068.00
Joe Tsai	11/29/2012	SO-0000353812	09 Angelus 3 Liter	3	\$ 1,500.00	\$	4,500.00
Joe Tsai	11/29/2012	SO-0000353812	09 Leoville Poyferre	36	\$ 132.21	\$	4,759.56
Joe Tsai	11/29/2012	SO-0000353812	09 La Mission Haut Brion	24	\$ 834.69	\$	20,032.56
Joe Tsai	11/29/2012	SO-0000353812	09 Pavie	36	\$ 333.88	\$	12,019.68
Joe Tsai	11/29/2012	SO-0000353812	09 Clinet	36	\$ 175.00	\$	6,300.00
Joe Tsai	11/29/2012	SO-0000353812	09 Clinet	12	\$ 175.00	\$	2,100.00
Joe Tsai	11/29/2012	SO-0000353812	09 Montrose	36	\$ 347.23	\$	12,500.28
Joe Tsai	11/29/2012	SO-0000353812	09 l'Evangile	24	\$ 430.00	\$	10,320.00
Joe Tsai	11/29/2012	SO-0000353812	09 Clos l'Eglise	36	\$ 160.00	\$	5,760.00
Joe Tsai	11/29/2012	SO-0000353812	09 Clos l'Eglise	36	\$ 160.00	\$	5,760.00
Joe Tsai	11/29/2012	SO-0000353812	09 Latour	24	\$ 1,736.15	\$	41,667.60
Joe Tsai	11/29/2012	SO-0000353870	09 Ducru Beaucaillou 3 Liter	6	\$ 1,150.00	\$	6,900.00
Joe Tsai	11/29/2012	SO-0000354575	09 Cos d'Estournel	120	\$ 280.00	\$	33,600.00
Joe Tsai	11/29/2012	SO-0000354575	09 Cos d'Estournel 6 Liter	1	\$ 2,240.00	\$	2,240.00
Joe Tsai	11/29/2012	SO-0000355276	09 Haut Brion	12	\$ 881.43	\$	10,577.16
Joe Tsai	11/29/2012	SO-0000355447	09 Ausone	12	\$ 1,500.00	\$	18,000.00
Joe Tsai	11/29/2012	SO-0000355455	09 Bellevue Mondot	36	\$ 340.55	\$	12,259.80
Joe Tsai	11/29/2012	SO-0000355456	09 Angelus	36	\$ 339.00	\$	12,204.00
Joe Tsai	10/30/2013	SO-0000373265	09 Griottes Chambertin (Ponsot), Chezeau	12	\$ 225.00	\$	2,700.00
Joe Tsai	10/30/2013	SO-0000373265	09 Richebourg, Anne Gros	6	\$ 300.49	\$	1,802.94
Joe Tsai	10/30/2013	SO-0000373265	09 Bonnes Mares, Roumier	6	\$ 745.00	\$	4,470.00
Joe Tsai	10/30/2013	SO-0000373265	09 Musigny, Roumier	1	\$ 2,150.00	\$	2,150.00
Joe Tsai	10/30/2013	SO-0000382018	09 Clos de la Roche V.V. Magnum, Ponsot	36	\$ 1,021.66	\$	36,779.76
Joe Tsai	10/30/2013	SO-0000387440	09 Chambertin, Rousseau	7	\$ 1,000.00	\$	7,000.00
Joe Tsai	10/30/2013	SO-0000387440	09 Bonnes Mares, Roumier	9	\$ 745.00	\$	6,705.00
Joe Tsai	10/30/2013	SO-0000387458	73 Montrachet (3.8 cm), DRC	1	\$ 2,750.00	\$	2,750.00
Joe Tsai	2/4/2013	SO-0000353812	09 La Mission Haut Brion	60	\$ 520.00	\$	31,200.00
Joe Tsai	2/4/2013	SO-0000354575	09 La Mission Haut Brion	60	\$ 520.00	\$	31,200.00
Joe Tsai	2/4/2013	SO-0000353812	09 Mouton	48	\$ 630.00	\$	30,240.00
Joe Tsai	2/4/2013	SO-0000353812	09 Mouton	12	\$ 630.00	\$	7,560.00
Joe Tsai	2/4/2013	SO-0000354575	09 Mouton	36	\$ 630.00	\$	22,680.00
Joe Tsai	2/4/2013	SO-0000355276	09 Mouton	60	\$ 630.00	\$	37,800.00
Joe Tsai	2/4/2013	SO-0000381890	09 Mouton	48	\$ 630.00	\$	30,240.00
Joe Tsai	2/4/2013	SO-0000353812	09 Cos d'Estournel	84	\$ 260.00	\$	21,840.00
Joe Tsai	2/4/2013	SO-0000353812	09 Cos d'Estournel	36	\$ 260.00	\$	9,360.00
Joe Tsai	2/4/2013	SO-0000355276	09 Cos d'Estournel	120	\$ 260.00	\$	31,200.00
Joe Tsai	2/4/2013	SO-0000381822	09 Cos d'Estournel	48	\$ 260.00	\$	12,480.00
Joe Tsai	2/4/2013	SO-0000353870	09 l'Eglise Clinet	48	\$ 550.00	\$	26,400.00
Joe Tsai	2/4/2013	SO-0000353812	09 Vieux Chateau Certan	24	\$ 250.00	\$	6,000.00
Joe Tsai	3/14/2013	SO-0000355447	09 ausone	12	\$ 1,500.00	\$	18,000.00
Joe Tsai	3/14/2013	SO-0000353812	09 ausone	12	\$ 1,500.00	\$	18,000.00
Joe Tsai	3/14/2013	SO-0000354575	09 Cheval Blanc	36	\$ 1,400.00	\$	50,400.00
Joe Tsai	9/25/2013	SO-0000353812	09 Haut Brion	48	\$ 660.00	\$	31,680.00
Joe Tsai	9/25/2013	SO-0000354575	09 Haut Brion	36	\$ 660.00	\$	23,760.00
Joe Tsai	9/25/2013	SO-0000355276	09 Haut Brion	12	\$ 660.00	\$	7,920.00
Joe Tsai	9/25/2013	SO-0000381890	09 Haut Brion	48	\$ 660.00	\$	31,680.00
Joe Tsai	9/25/2013	SO-0000353812	09 La Mission Haut Brion	24	\$ 520.00	\$	12,480.00
Joe Tsai	9/25/2013	SO-0000353812	09 Montrose	36	\$ 230.00	\$	8,280.00
Joe Tsai	9/25/2013	SO-0000353812	09 Lafite	36	\$ 900.00	\$	32,400.00
Joe Tsai	9/25/2013	SO-0000354575	09 Lafite	36	\$ 900.00	\$	32,400.00

Joe Tsai	9/25/2013	SO-0000381890	09 Lafite	48	\$	900.00	\$	43,200.00
Joe Tsai	9/25/2013	SO-0000354575	09 Latour	24	\$	1,000.00	\$	24,000.00
Joe Tsai	9/25/2013	SO-0000355276	09 Latour	12	\$	1,000.00	\$	12,000.00
Joe Tsai	9/25/2013	SO-0000353812	09 Lafleur Magnums	3	\$	2,500.00	\$	7,500.00
				<u>1735</u>			<u>\$</u>	<u>945,832.90</u>

Exhibit C

Obligations

Sales Order		Description	Quantity	Unit Price	Discount	Total Price
Sales Order	Date					
SO-0000353812	4/7/2011	09 Pavie	12	\$ 259.99	\$ 155.99	\$ 2,963.89
SO-0000353812	4/7/2011	09 Angelus	12	\$ 297.99	\$ 178.79	\$ 3,397.09
SO-0000353812	4/7/2011	09 Angelus 3 Liter	3	\$ 1,215.00	\$ 182.25	\$ 3,462.75
SO-0000353812	4/7/2011	09 Leoville Poyferre	36	\$ 139.99	\$ 251.98	\$ 4,787.66
SO-0000353812	4/7/2011	09 La Mission Haut Brion	24	\$ 499.99	\$ -	\$ 11,999.76
SO-0000353812	4/7/2011	09 Pavie	36	\$ 199.99	\$ -	\$ 7,199.64
SO-0000353812	4/7/2011	09 Clinet	36	\$ 129.99	\$ -	\$ 4,679.64
SO-0000353812	4/7/2011	09 Clinet	12	\$ 179.99	\$ 107.99	\$ 2,051.89
SO-0000353812	4/7/2011	09 Montrose	36	\$ 199.99	\$ 359.98	\$ 6,839.66
SO-0000353812	4/7/2011	09 l'Evangile	24	\$ 265.00	\$ 127.20	\$ 6,232.80
SO-0000353812	4/7/2011	09 Clos l'Eglise	36	\$ 149.99	\$ -	\$ 5,399.64
SO-0000353812	4/7/2011	09 Clos l'Eglise	36	\$ 199.99	\$ 359.98	\$ 6,839.66
SO-0000353812	4/7/2011	09 Latour	24	\$ 999.00	\$ -	\$ 23,976.00
SO-0000353812	4/7/2011	09 La Mission Haut Brion	60	\$ 799.99		\$ 47,999.40
SO-0000353812	4/7/2011	09 Mouton	48	\$ 599.99		\$ 28,799.52
SO-0000353812	4/7/2011	09 Mouton	12	\$ 799.99		\$ 9,599.88
SO-0000353812	4/7/2011	09 Cos d'Estournel	84	\$ 179.99		\$ 15,119.16
SO-0000353812	4/7/2011	09 Cos d'Estournel	36	\$ 297.99		\$ 10,727.64
SO-0000353812	4/7/2011	09 Vieux Chateau Certan	24	\$ 225.00		\$ 5,400.00
SO-0000353812	4/7/2011	09 ausone	12	\$ 1,599.00		\$ 19,188.00
SO-0000353812	4/7/2011	09 Haut Brion	48	\$ 699.99		\$ 33,599.52
SO-0000353812	4/7/2011	09 La Mission Haut Brion	24	\$ 499.99		\$ 11,999.76
SO-0000353812	4/7/2011	09 Montrose	36	\$ 199.99		\$ 7,199.64
SO-0000353812	4/7/2011	09 Lafite	36	\$ 1,650.00		\$ 59,400.00
SO-0000353812	4/7/2011	09 Lafleur Magnums	3	\$ 2,399.99		\$ 7,199.97
SO-0000353870	4/8/2011	09 Ducru Beaucaillou 3 Liter	6	\$ 999.00	\$ 299.70	\$ 5,694.30
SO-0000353870	4/8/2011	09 l'Eglise Clinet	48	\$ 399.99		\$ 19,199.52
SO-0000353870	4/8/2011	09 Ducru Beaucaillou	48	\$ 245.00		\$ 11,760.00
SO-0000354575	4/21/2011	09 Cos d'Estournel	120	\$ 199.99	\$ -	\$ 23,998.80
SO-0000354575	4/21/2011	09 Cos d'Estournel 6 Liter	1	\$ 2,450.00	\$ 122.50	\$ 2,327.50
SO-0000354575	4/21/2011	09 La Mission Haut Brion	60	\$ 499.99		\$ 29,999.40
SO-0000354575	4/21/2011	09 Mouton	36	\$ 499.99		\$ 17,999.64
SO-0000354575	4/21/2011	09 Cheval Blanc	36	\$ 599.99		\$ 21,599.64
SO-0000354575	4/21/2011	09 Haut Brion	36	\$ 599.99		\$ 21,599.64
SO-0000354575	4/21/2011	09 Lafite	36	\$ 1,299.99		\$ 46,799.64
SO-0000354575	4/21/2011	09 Latour	24	\$ 999.00		\$ 23,976.00
SO-0000354575	4/21/2011	09 Cheval Blanc	12	\$ 599.99		\$ 7,199.88
SO-0000355276	5/3/2011	09 Haut Brion	12	\$ 599.99	\$ 144.00	\$ 7,055.88
SO-0000355276	5/3/2011	09 Mouton	60	\$ 599.99		\$ 35,999.40
SO-0000355276	5/3/2011	09 Cos d'Estournel	120	\$ 199.99		\$ 23,998.80
SO-0000355276	5/3/2011	09 Haut Brion	12	\$ 599.99		\$ 7,199.88
SO-0000355276	5/3/2011	09 Latour	12	\$ 999.00		\$ 11,988.00
SO-0000355276	5/3/2011	09 Cheval Blanc	48	\$ 699.99		\$ 33,599.52
SO-0000355447	5/6/2011	09 Ausone	12	\$ 1,199.00	\$ -	\$ 14,388.00
SO-0000355455	5/6/2011	09 Bellevue Mondot	36	\$ 199.99	\$ -	\$ 7,199.64
SO-0000355456	5/6/2011	09 Angelus	36	\$ 199.99	\$ -	\$ 7,199.64
SO-0000355447	5/6/2011	09 ausone	12	\$ 1,199.00		\$ 14,388.00
SO-0000355455	5/6/2011	09 Cheval Blanc	48	\$ 699.99		\$ 33,599.52
SO-0000373265	2/1/2012	09 Griottes Chambertin (Ponsot), Chezeau	12	\$ 189.99	\$ 45.60	\$ 2,234.28

SO-0000373265	2/1/2012 09 Richebourg, Anne Gros	6	\$ 599.99	\$	72.00	\$	3,527.94
SO-0000373265	2/1/2012 09 Bonnes Mares, Roumier	6	\$ 1,099.00	\$	131.88	\$	6,462.12
SO-0000373265	2/1/2012 09 Musigny, Roumier	1	\$ 3,799.00	\$	75.98	\$	3,723.02
SO-0000381890	5/6/2012 09 Mouton	48	\$ 599.99			\$	28,799.52
SO-0000381822	5/16/2012 09 Cos d'Estournel	48	\$ 299.99			\$	14,399.52
SO-0000381890	5/16/2012 09 Haut Brion	48	\$ 599.99			\$	28,799.52
SO-0000381890	5/16/2012 09 Lafite	48	\$ 899.99			\$	43,199.52
SO-0000382018	5/18/2012 09 Clos de la Roche V.V. Magnum, Ponsot	36	\$ 699.99	\$	-	\$	25,199.64
SO-0000387440	7/26/2012 09 Chambertin, Rousseau	7	\$ 950.00	\$	-	\$	6,650.00
SO-0000387440	7/26/2012 09 Bonnes Mares, Roumier	9	\$ 799.99	\$	-	\$	7,199.91
SO-0000387458	7/26/2012 73 Montrachet (3.8 cm), DRC	1	\$ 2,499.99	\$	-	\$	2,499.99
		1891				\$ 947,527.79	