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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 MARCUS HILES

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 Marcus Hiles (“**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 Marcus Hiles is an individual and a citizen of Texas. Defendant may be
12 served with process at 2505 N. State Highway 360, Suite 800, Grand Prairie, Texas 75050.

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 prior to receiving transfers from
4 the Debtor. For instance, On March 2, 2014, Defendant emailed Fox regarding frustrations with
5 delayed shipments and misrepresentations:

6 John,

7
8 Our Agreement was to have ALL my wine shipped to me and in Texas by 1/31/14. At your request, I agreed to a extension
9 until 2/28/14 or one additional month. In your email to me last week, you stated I would receive a immediate full
10 refund for any unshipped wine. I accepted your offer in writing via email.

11 At this time , please issue me a refund to my current Citibank MasterCard as the account # has changed over the years . I
12 suspect it is over \$500,000 as 25-30 cases of 09 Lafite are unshipped along with numerous other high value wines. My
13 staff will calculate the final refund due me on Monday 3/3/14.

14 I will not wait another day as I have had your personal assurance for the last three months. To be crystal clear, I accept
15 your offer of a full refund no later than Tuesday close of business 3/4/14 on any unshipped wines. My successor Citi
16 MasterCard to the one I made all my payments to Premier Cru on is 5466-1602-8445-7353 , expires 11/16 , in my name ,
17 Marcus D. Hiles , security code 306 on the back of the card . My billing address remains 2505 N. State Highway 360 ,
18 suite # 800 , Grand Prairie ,Texas ,75050 .

19 If a full refund of unshipped wines by 3/4/14 close of business, I will notify Citi Bank and MasterCard at opening of
20 business on Wednesday 3/5/14 of of the non delivery and default by Premier Cru .

21 Respectfully,

22 Marcus D Hiles

23 Defendant also experienced additional issues with payments from Premier Cru, as discussed in an
24 email dated March 19, 2014: "The last two (2) checks you gave me have not been cleared by your
25 Bank/ Both have been desisted and both have been bounced. Chase Bank just called your Bank
26 and re-verified this in the last hour." Although Fox protested, the Defendant followed up on
27 March 24, 2014:

28 John-

The check for \$145,268.48 was officially returned by your Bank to my Bank as unpaid on Friday. I have the official
written notification via email I can forward to you, I also spoke to the Bank officer this morning. Please explain why
it bounced?

I also got a check for \$92,885.54 from you today via UPS overnight, yet the remaining refund is \$124,774.56 not
92,885.54. Please explain ASAP.

Sincerely,

Marcus D. Hiles

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

2 22. Multiple badges of fraud are present with respect to the transactions with and
3 transfers to the Defendant, including the following:

- 4 • Premier Cru was insolvent during the period of the transfers;
- 5 • Premier Cru had incurred, and was continuing to incur, substantial debt while it
6 was making its payments to the Defendant;
- 7 • The true nature of the transactions with the Defendant was concealed. Premier Cru
8 made false statements indicating that it was contractually entitled to receive the pre-
9 arrival wine from its suppliers and falsified accounting documentation to cover up
10 its fraudulent actions. Fox further admitted to making efforts to conceal the fraud
11 through false statements to customers regarding the status of their orders. As
12 admitted by Fox, his actions were undertaken with the intent to defraud customers;
- 13 • The transfers were made while Premier Cru was under threat of potential lawsuits.
14 Had Premier Cru's creditors discovered the fraud, Premier Cru and its principals
15 would have been subject to numerous lawsuits. In fact, Premier Cru's customers
16 repeatedly and regularly threatened the company with lawsuits where pre-arrival
17 wine was not delivered, and in some instances, actually filed suit;
- 18 • Premier Cru removed and concealed assets. Fox admitted that, in the face of
19 customer complaints, he caused Premier Cru to deliver wine to the complaining
20 customers that was paid for by other customers. Furthermore, Fox caused Premier
21 Cru to transfer large sums for his personal benefit as further described in his plea
22 agreement;
- 23 • Premier Cru incurred the obligations and made the transfers described herein for
24 less than reasonably equivalent value;
- 25 • As described in more detail above, the overall existence and cumulative effect of
26 the pattern, series of transactions, and Premier Cru's course of conduct indicate the
27 transactions with the Defendant were designed to defraud creditors. Premier Cru
28 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)

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

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

25. Premier Cru transferred the at least 186 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.

26. In addition to the 548 Wine Transfers, Premier Cru made the following transfers to the Defendant from its bank account (the “**548 Cash Transfers**”):

Date	Amount
3/13/2014	\$200,000.00
3/18/2014	\$200,000.00
3/24/2014	\$135,268.48
3/31/2014	\$92,885.54
4/9/2014	\$8,384.56

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

28. 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.

29. 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.

30. 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.

31. 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.

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

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

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

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

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

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

11 37. Premier Cru also transferred at least 1703 bottles of wine to the Defendant during
12 the seven years prior to the Petition Date (the “**Additional Wine Transfers**”). The Additional
13 Wine Transfers are more fully described in Exhibit B, which is attached hereto.

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

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

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

28 41. 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

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

3 42. 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 and making the Total Transfers.

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

9 44. Pursuant to California Civil Code § 3439.04(a)(1) et seq. and 11 U.S.C. §§ 544 &
10 550, the Trustee is entitled to judgment avoiding and recovering the value of the Total Transfers
11 from the Defendant.

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

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

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

19 47. Premier Cru incurred obligations to the Defendant relating to 1839 bottles of wine
20 during the seven years prior to the Petition Date (the “**Obligations**”). The Additional Obligations
21 are more fully described in Exhibit C, which is attached hereto.

22 48. The Obligations (collectively, the “**Obligations**”) were incurred within seven years
23 of the Petition Date.

24 49. The aggregate amount of the Obligations 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 50. The Obligations were incurred as a part of the fraud at Premier Cru. Premier Cru
28 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

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

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

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

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

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

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

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

24 56. Premier Cru made the 548 Transfers to the Defendant.

25 57. The aggregate amount of the 548 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.
28

1 58. Premier Cru received less than reasonably equivalent value in exchange for the 548
2 Transfers.

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

8 60. Defendant was the initial transferee of the 548 Transfers as the Defendant received
9 the wine and funds transferred directly from Premier Cru.

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

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

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

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

19 64. Premier Cru made the Total Transfers to the Defendant.

20 65. The aggregate amount of the Total Transfers 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 66. Premier Cru received less than reasonably equivalent value in exchange for the
24 Total Transfers.

25 67. The Total Transfers were made at a time when Premier Cru (a) was insolvent
26 and/or was engaged or was about to engage in a business or a transaction for which the remaining
27 assets of the debtor were unreasonably small in relation to the business or transaction; or (b)
28

1 intended to incur, or believed or reasonably should have believed that it would incur, debts beyond
2 its ability to pay as they became due.

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

5 69. Pursuant to California Civil Code § 3439.04(a)(2) et seq. and 11 U.S.C. §§ 544 and
6 550, the Trustee is entitled to judgment avoiding and recovering the value of the Total Transfers
7 from the Defendant.

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

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

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

15 72. Premier Cru incurred the Obligations.

16 73. The aggregate amount of the Obligations may be in excess of the above-stated
17 amount, and the Trustee may amend his Complaint as and when additional transfers made as a part
18 of the scheme are ascertained.

19 74. Premier Cru received less than reasonably equivalent value in exchange for the
20 Obligations.

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

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

DIAMOND MCCARTHY LLP

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			Total Value
				Shipped	Unit Value		
Marcus Hiles	3/12/2014	SO-0000341020	09 Lafite Rothschild Magnum	6	\$ 2,166.67	\$	13,000.02
Marcus Hiles	3/12/2014	SO-0000344685	09 l'Eglise Clinet	24	\$ 467.42	\$	11,218.08
Marcus Hiles	3/12/2014	SO-0000346158	09 Mouton Rothschild	36	\$ 948.20	\$	34,135.20
Marcus Hiles	3/12/2014	SO-0000348614	09 Cheval Blanc	24	\$ 961.56	\$	23,077.44
Marcus Hiles	3/12/2014	SO-0000354576	09 Cheval Blanc	12	\$ 961.56	\$	11,538.72
Marcus Hiles	3/12/2014	SO-0000356958	09 Cheval Blanc	24	\$ 961.56	\$	23,077.44
Marcus Hiles	3/12/2014	SO-0000356958	09 Haut Brion	24	\$ 1,067.06	\$	25,609.44
Marcus Hiles	3/12/2014	SO-0000357346	09 Cheval Blanc	12	\$ 961.56	\$	11,538.72
Marcus Hiles	3/12/2014	SO-0000357346	09 Haut Brion	12	\$ 1,067.06	\$	12,804.72
Marcus Hiles	3/24/2014	SO-0000440224	2010 Lafite Rothschild	12	\$ 1,068.40	\$	12,820.80
				186			\$ 178,820.58

Exhibit B

Additional Transfers

CustName	ShipDate	SalesOrder	Description	Qty			Total Value
				Shipped	Unit Value		
Marcus Hiles	2/16/2009	SO-0000272872	05 Musigny V.V., Vogue	12	\$ 1,200.00	\$	14,400.00
Marcus Hiles	2/16/2009	SO-0000312215	05 Charmes Chambertin, Claude Dugat	2	\$ 558.24	\$	1,116.48
Marcus Hiles	4/6/2009	SO-0000312201	Krug Grand Cuvee	12	\$ 92.50	\$	1,110.00
Marcus Hiles	4/6/2009	SO-0000315632	73 Montrachet (superb 2.5-3.0 cm), DRC	2	\$ 2,250.00	\$	4,500.00
Marcus Hiles	4/6/2009	SO-0000315632	06 Kistler Pinot Noir Cuvee Elizabeth	12	\$ 96.97	\$	1,163.64
Marcus Hiles	11/30/2009	SO-0000253540	05 Echzeaux, Girardin	12	\$ 66.00	\$	792.00
Marcus Hiles	11/30/2009	SO-0000287087	03 Richebourg Magnum, Meo	1	\$ 1,148.53	\$	1,148.53
Marcus Hiles	11/30/2009	SO-0000296660	06 Musigny V.V., Vogue	6	\$ 380.62	\$	2,283.72
Marcus Hiles	11/30/2009	SO-0000307485	03 Clos de la Roche V.V. Magnum, Ponsot	3	\$ 900.00	\$	2,700.00
Marcus Hiles	11/30/2009	SO-0000312201	2000 Pierre Peters Cuvee Speciale	12	\$ 50.75	\$	609.00
Marcus Hiles	11/30/2009	SO-0000312201	96 Krug	12	\$ 256.00	\$	3,072.00
Marcus Hiles	11/30/2009	SO-0000313148	06 Grands Echezeaux, Gros Freres	12	\$ 90.00	\$	1,080.00
Marcus Hiles	11/30/2009	SO-0000325646	03 Taylor	12	\$ 93.67	\$	1,124.04
Marcus Hiles	11/30/2009	SO-0000327423	03 Taylor	6	\$ 93.67	\$	562.02
Marcus Hiles	6/7/2010	SO-0000338110	07 Screaming Eagle	4	\$ 100.00	\$	400.00
Marcus Hiles	12/13/2010	SO-0000291047	06 Ermitage Blanc l'Ermite M, Chapoutier	2	\$ 438.15	\$	876.30
Marcus Hiles	12/13/2010	SO-0000327247	07 Vieux Telegraphe Magnum	6	\$ 90.81	\$	544.86
Marcus Hiles	12/13/2010	SO-0000336044	07 Terra di Lavoro, Galardi	12	\$ 52.08	\$	624.96
Marcus Hiles	12/13/2010	SO-0000336100	05 Chablis Clos, Dauvissat	2	\$ 151.25	\$	302.50
Marcus Hiles	12/13/2010	SO-0000336100	05 Beaucastel Jacques Perrin	3	\$ 427.82	\$	1,283.46
Marcus Hiles	12/13/2010	SO-0000336100	07 Chevalier Montrachet La Cab, Bouchard	1	\$ 327.20	\$	327.20
Marcus Hiles	12/13/2010	SO-0000336297	95 Dom Perignon Oenothèque	6	\$ 253.21	\$	1,519.26
Marcus Hiles	12/13/2010	SO-0000337853	95 Dom Perignon Oenothèque	5	\$ 253.21	\$	1,266.05
Marcus Hiles	12/13/2010	SO-0000341111	02 Roederer Cristal	18	\$ 154.92	\$	2,788.56
Marcus Hiles	12/13/2010	SO-0000343726	02 Roederer Cristal	12	\$ 154.92	\$	1,859.04
Marcus Hiles	12/13/2010	SO-0000343726	07 Bienvenue Batard Montrachet, Ramonet	6	\$ 220.36	\$	1,322.16
Marcus Hiles	12/13/2010	SO-0000343872	99 Taittinger Comtes de Champagne Blanc	6	\$ 78.79	\$	472.74
Marcus Hiles	12/13/2010	SO-0000344278	02 Roederer Cristal Magnum	2	\$ 350.00	\$	700.00
Marcus Hiles	11/14/2011	SO-0000287082	02 Charmes Chambertin, Dugat	2	\$ 489.60	\$	979.20
Marcus Hiles	11/14/2011	SO-0000337853	06 Batard Montrachet, Ramonet	3	\$ 180.00	\$	540.00
Marcus Hiles	11/14/2011	SO-0000338468	07 Chateaufort da Capo 3 Liter, Pegau	1	\$ 1,302.11	\$	1,302.11
Marcus Hiles	11/14/2011	SO-0000338468	Selosse Brut Initiale	12	\$ 100.16	\$	1,201.92
Marcus Hiles	11/14/2011	SO-0000341020	06 Batard Montrachet, Ramonet	12	\$ 180.00	\$	2,160.00
Marcus Hiles	11/14/2011	SO-0000341020	06 Bienvenue Batard Montrachet, Ramonet	12	\$ 170.00	\$	2,040.00
Marcus Hiles	11/14/2011	SO-0000341020	07 Chateaufort da Capo 9 Liter, Pegau	1	\$ 4,674.25	\$	4,674.25
Marcus Hiles	11/14/2011	SO-0000341054	04 Barolo Rocche del Fallet, Giacosa	6	\$ 270.00	\$	1,620.00
Marcus Hiles	11/14/2011	SO-0000341111	06 Echezeaux, DRC	6	\$ 465.00	\$	2,790.00
Marcus Hiles	11/14/2011	SO-0000343726	08 Terra di Lavoro, Galardi	12	\$ 49.41	\$	592.92
Marcus Hiles	11/14/2011	SO-0000346664	09 Corton Clos du Ro Magnum, Pousse d'Or	6	\$ 130.21	\$	781.26
Marcus Hiles	11/14/2011	SO-0000346664	09 Richebourg, Gros Freres	6	\$ 319.00	\$	1,914.00
Marcus Hiles	11/14/2011	SO-0000346664	09 Richebourg, Hudelot Noellat	6	\$ 248.40	\$	1,490.40
Marcus Hiles	11/14/2011	SO-0000346664	09 Romanee St Vivant, Hudelot Noellat	6	\$ 237.72	\$	1,426.32
Marcus Hiles	11/14/2011	SO-0000346664	09 Clos Vougeot, Hudelot Noellat	6	\$ 96.82	\$	580.92
Marcus Hiles	11/14/2011	SO-0000347444	95 Mouton	12	\$ 260.00	\$	3,120.00
Marcus Hiles	11/14/2011	SO-0000347520	89 Latour	1	\$ 260.00	\$	260.00
Marcus Hiles	11/14/2011	SO-0000348146	02 Roederer Cristal	4	\$ 154.92	\$	619.68
Marcus Hiles	11/14/2011	SO-0000350411	04 Roederer Cristal	36	\$ 145.57	\$	5,240.52
Marcus Hiles	11/14/2011	SO-0000351573	08 Meursault Genevrières, Coche Dury	6	\$ 527.52	\$	3,165.12
Marcus Hiles	11/14/2011	SO-0000351573	08 Meursault Perrieres, Coche Dury	3	\$ 794.62	\$	2,383.86
Marcus Hiles	11/14/2011	SO-0000351768	04 Roederer Cristal	24	\$ 145.57	\$	3,493.68
Marcus Hiles	11/14/2011	SO-0000352088	90 Beaufort Ambonnay Grand Cru Brut Mill	12	\$ 102.83	\$	1,233.96
Marcus Hiles	11/14/2011	SO-0000352122	09 Chambolle Musigny 1er Cru, Vogue	6	\$ 144.00	\$	864.00

Marcus Hiles	11/14/2011	SO-0000352122	09 Chambolle Musigny, Vogue	6	\$	87.50	\$	525.00
Marcus Hiles	11/14/2011	SO-0000353081	04 Roederer Cristal	60	\$	145.57	\$	8,734.20
Marcus Hiles	11/14/2011	SO-0000356661	82 Leoville las Cases	12	\$	335.00	\$	4,020.00
Marcus Hiles	11/14/2011	SO-0000356958	04 Roederer Cristal	24	\$	145.57	\$	3,493.68
Marcus Hiles	11/14/2011	SO-0000358302	03 Clos de la Roche V.V. Magnum, Ponsot	1	\$	597.50	\$	597.50
Marcus Hiles	11/14/2011	SO-0000359408	06 Montrachet, Ramonet	12	\$	650.00	\$	7,800.00
Marcus Hiles	4/17/2012	SO-0000312215	06 Bonnes Mares, Vogue	6	\$	260.42	\$	1,562.52
Marcus Hiles	4/17/2012	SO-0000341054	06 Cote Rotie La Landonne, Guigal	12	\$	239.05	\$	2,868.60
Marcus Hiles	4/17/2012	SO-0000352122	09 Musigny V.V., Vogue	12	\$	647.72	\$	7,772.64
Marcus Hiles	4/17/2012	SO-0000352122	09 Bonnes Mares, Vogue	6	\$	474.10	\$	2,844.60
Marcus Hiles	4/17/2012	SO-0000352213	09 Clos de la Roche V.V., Ponsot	12	\$	527.52	\$	6,330.24
Marcus Hiles	4/17/2012	SO-0000353034	09 Clos de la Roche V.V. Magnum, Ponsot	6	\$	1,135.17	\$	6,811.02
Marcus Hiles	4/17/2012	SO-0000355890	09 Chambertin, Rousseau	12	\$	1,000.00	\$	12,000.00
Marcus Hiles	4/17/2012	SO-0000358302	09 Clos de la Roche V.V. Magnum, Ponsot	6	\$	1,135.17	\$	6,811.02
Marcus Hiles	10/25/2012	SO-0000344418	95 Dom Perignon Oenothèque	3	\$	246.06	\$	738.18
Marcus Hiles	10/25/2012	SO-0000344418	96 Dom Perignon Oenothèque	12	\$	377.82	\$	4,533.84
Marcus Hiles	10/25/2012	SO-0000348146	02 Dom Perignon	24	\$	134.94	\$	3,238.56
Marcus Hiles	10/25/2012	SO-0000349431	02 Dom Perignon	36	\$	134.94	\$	4,857.84
Marcus Hiles	10/25/2012	SO-0000350411	02 Dom Perignon	36	\$	134.94	\$	4,857.84
Marcus Hiles	10/25/2012	SO-0000351768	02 Dom Perignon	12	\$	134.94	\$	1,619.28
Marcus Hiles	10/25/2012	SO-0000353081	02 Dom Perignon	60	\$	134.94	\$	8,096.40
Marcus Hiles	10/25/2012	SO-0000377413	09 Bellevue Mondot	12	\$	340.55	\$	4,086.60
Marcus Hiles	10/25/2012	SO-0000377545	09 Bellevue Mondot	12	\$	340.55	\$	4,086.60
Marcus Hiles	10/25/2012	SO-0000395157	2000 Mouton	1	\$	800.00	\$	800.00
Marcus Hiles	12/3/2012	SO-0000341274	07 Richebourg, DRC	3	\$	800.00	\$	2,400.00
Marcus Hiles	1/17/2013	SO-0000346664	09 Grands Echezeaux, Gros Freres	6	\$	154.36	\$	926.16
Marcus Hiles	1/17/2013	SO-0000348614	09 Pavie	24	\$	273.78	\$	6,570.72
Marcus Hiles	3/27/2013	SO-0000341818	09 Le Gay	12	\$	101.50	\$	1,218.00
Marcus Hiles	11/15/2013	SO-0000344418	09 Cos d'Estournel Magnum	6	\$	520.00	\$	3,120.00
Marcus Hiles	11/15/2013	SO-0000346660	09 Angelus	36	\$	233.71	\$	8,413.56
Marcus Hiles	11/15/2013	SO-0000348884	09 Pavie 3 Liter	3	\$	534.20	\$	1,602.60
Marcus Hiles	11/15/2013	SO-0000354466	09 Pichon Lalande	12	\$	120.00	\$	1,440.00
Marcus Hiles	11/15/2013	SO-0000356669	09 Palmer	24	\$	316.51	\$	7,596.24
Marcus Hiles	11/15/2013	SO-0000357346	09 Pavie	12	\$	267.10	\$	3,205.20
Marcus Hiles	11/15/2013	SO-0000357332	09 Pichon Lalande	24	\$	120.00	\$	2,880.00
Marcus Hiles	11/15/2013	SO-0000358608	2010 Montrose	12	\$	160.26	\$	1,923.12
Marcus Hiles	11/15/2013	SO-0000358610	2010 Margaux	12	\$	921.90	\$	11,062.80
Marcus Hiles	11/15/2013	SO-0000358608	2010 Lynch Bages	12	\$	133.55	\$	1,602.60
Marcus Hiles	11/15/2013	SO-0000358657	2010 Carruades de Lafite	120	\$	266.17	\$	31,940.40
Marcus Hiles	11/15/2013	SO-0000358645	2010 Duhart Milon	24	\$	105.91	\$	2,541.84
Marcus Hiles	11/15/2013	SO-0000358645	2010 Petit Mouton	12	\$	144.63	\$	1,735.56
Marcus Hiles	11/15/2013	SO-0000358645	2010 Pavillon Rouge du Chateau Margaux	36	\$	167.34	\$	6,024.24
Marcus Hiles	11/15/2013	SO-0000359237	2010 Chapelle d'Ausone	12	\$	200.73	\$	2,408.76
Marcus Hiles	11/15/2013	SO-0000359237	08 Echezeaux, Georges Jaye	12	\$	173.61	\$	2,083.32
Marcus Hiles	11/15/2013	SO-0000369444	04 Roederer Cristal	12	\$	138.89	\$	1,666.68
Marcus Hiles	11/15/2013	SO-0000369444	03 Lafite Magnum	3	\$	2,290.42	\$	6,871.26
Marcus Hiles	11/15/2013	SO-0000376164	09 Clinet	36	\$	127.27	\$	4,581.72
Marcus Hiles	11/15/2013	SO-0000376164	09 Cos d'Estournel	24	\$	231.04	\$	5,544.96
Marcus Hiles	11/15/2013	SO-0000377413	09 Smith Haut Lafitte Rouge	24	\$	103.23	\$	2,477.52
Marcus Hiles	11/15/2013	SO-0000377545	09 Beychevelle	12	\$	59.16	\$	709.92
Marcus Hiles	11/15/2013	SO-0000393916	02 Bollinger Grand Annee	36	\$	91.28	\$	3,286.08
Marcus Hiles	11/15/2013	SO-0000393966	02 Bollinger Grand Annee Magnum	6	\$	200.03	\$	1,200.18
Marcus Hiles	12/23/2013	SO-0000341274	06 Richebourg, DRC	3	\$	1,050.00	\$	3,150.00
Marcus Hiles	12/23/2013	SO-0000342655	09 Carruades de Lafite	12	\$	133.55	\$	1,602.60
Marcus Hiles	12/23/2013	SO-0000344685	09 l'Eglise Clinet	12	\$	267.10	\$	3,205.20
Marcus Hiles	12/23/2013	SO-0000348146	09 Haut Brion	24	\$	801.30	\$	19,231.20
Marcus Hiles	12/23/2013	SO-0000352321	09 La Mission Haut Brion	12	\$	734.93	\$	8,819.16
Marcus Hiles	12/23/2013	SO-0000353091	09 Cos d'Estournel	84	\$	231.04	\$	19,407.36

Marcus Hiles	12/23/2013	SO-0000353451	09 La Mission Haut Brion	12	\$	734.93	\$	8,819.16
Marcus Hiles	12/23/2013	SO-0000357332	09 La Mission Haut Brion	12	\$	734.93	\$	8,819.16
Marcus Hiles	12/23/2013	SO-0000358608	2010 Lafite Rothschild	36	\$	1,334.57	\$	48,044.52
Marcus Hiles	12/23/2013	SO-0000369444	2010 Margaux	24	\$	968.24	\$	23,237.76
Marcus Hiles	12/23/2013	SO-0000376164	09 Ducru Beaucaillou	36	\$	193.65	\$	6,971.40
Marcus Hiles	12/23/2013	SO-0000377413	09 l'Evangile	24	\$	240.39	\$	5,769.36
Marcus Hiles	12/23/2013	SO-0000377413	09 Clinet	24	\$	127.27	\$	3,054.48
Marcus Hiles	12/23/2013	SO-0000377413	09 Clos Fourtet	12	\$	166.94	\$	2,003.28
Marcus Hiles	12/23/2013	SO-0000393966	03 Dom Perignon	12	\$	100.00	\$	1,200.00
				1703			\$	493,876.88

Exhibit C

Obligations

Sales Order		Description	Quantity	Unit Price	Total Price
Sales Order	Date				
SO-0000312215	2/7/2009	05 Charmes Chambertin, Claude Dugat	2	\$ 399.99	\$ 799.98
SO-0000312201	2/7/2009	Krug Grand Cuvee	12	\$ 89.99	\$ 1,079.88
SO-0000312201	2/7/2009	2000 Pierre Peters Cuvee Speciale	12	\$ 54.99	\$ 659.88
SO-0000312201	2/7/2009	96 Krug	12	\$ 269.99	\$ 3,239.88
SO-0000312215	2/7/2009	06 Bonnes Mares, Vogue	6	\$ 145.00	\$ 870.00
SO-0000313148	2/19/2009	06 Grands Echezeaux, Gros Freres	12	\$ 99.99	\$ 1,199.88
SO-0000315632	4/3/2009	73 Montrachet (superb 2.5-3.0 cm), DRC	2	\$ 1,699.00	\$ 3,398.00
SO-0000315632	4/3/2009	06 Kistler Pinot Noir Cuvee Elizabeth	12	\$ 149.99	\$ 1,799.88
SO-0000325646	10/9/2009	03 Taylor	12	\$ 69.99	\$ 839.88
SO-0000327247	11/2/2009	07 Vieux Telegraphe Magnum	6	\$ 125.00	\$ 750.00
SO-0000327423	11/5/2009	03 Taylor	6	\$ 69.99	\$ 419.94
SO-0000336044	4/21/2010	07 Terra di Lavoro, Galardi	12	\$ 49.99	\$ 599.88
SO-0000336100	4/22/2010	05 Chablis Clos, Dauvissat	2	\$ 149.99	\$ 299.98
SO-0000336100	4/22/2010	05 Beaucastel Jacques Perrin	3	\$ 299.99	\$ 899.97
SO-0000336100	4/22/2010	07 Chevalier Montrachet La Cab, Bouchard	1	\$ 255.00	\$ 255.00
SO-0000336297	4/28/2010	95 Dom Perignon Oenothèque	6	\$ 199.99	\$ 1,199.94
SO-0000337853	5/27/2010	95 Dom Perignon Oenothèque	5	\$ 199.99	\$ 999.95
SO-0000337853	5/27/2010	06 Batard Montrachet, Ramonet	3	\$ 199.99	\$ 599.97
SO-0000338110	6/1/2010	07 Screaming Eagle	4	\$ 1,199.00	\$ 4,796.00
SO-0000338468	6/10/2010	07 Chateaneuf da Capo 3 Liter, Pegau	1	\$ 999.00	\$ 999.00
SO-0000338468	6/10/2010	Selosse Brut Initiale	12	\$ 89.99	\$ 1,079.88
SO-0000341020	7/24/2010	06 Batard Montrachet, Ramonet	12	\$ 179.99	\$ 2,159.88
SO-0000341020	7/24/2010	06 Bienvenue Batard Montrachet, Ramonet	12	\$ 159.99	\$ 1,919.88
SO-0000341020	7/24/2010	07 Chateaneuf da Capo 9 Liter, Pegau	1	\$ 2,999.00	\$ 2,999.00
SO-0000341020	7/24/2010	09 Lafite Rothschild Magnum	6	\$ 2,450.00	\$ 14,700.00
SO-0000341054	7/26/2010	04 Barolo Rocche del Fallet, Giacosa	6	\$ 289.99	\$ 1,739.94
SO-0000341054	7/26/2010	06 Cote Rotie La Landonne, Guigal	12	\$ 199.99	\$ 2,399.88
SO-0000341111	7/28/2010	02 Roederer Cristal	18	\$ 179.99	\$ 3,239.82
SO-0000341111	7/28/2010	06 Echezeaux, DRC	6	\$ 325.00	\$ 1,950.00
SO-0000341274	8/2/2010	07 Richebourg, DRC	3	\$ 750.00	\$ 2,250.00
SO-0000341274	8/2/2010	06 Richebourg, DRC	3	\$ 750.00	\$ 2,250.00
SO-0000341818	8/18/2010	09 Le Gay	12	\$ 49.99	\$ 599.88
SO-0000342655	9/9/2010	09 Carruades de Lafite	12	\$ 149.99	\$ 1,799.88
SO-0000343726	10/9/2010	02 Roederer Cristal	12	\$ 139.99	\$ 1,679.88
SO-0000343726	10/9/2010	07 Bienvenue Batard Montrachet, Ramonet	6	\$ 159.99	\$ 959.94
SO-0000343726	10/9/2010	08 Terra di Lavoro, Galardi	12	\$ 39.99	\$ 479.88
SO-0000343872	10/13/2010	99 Taittinger Comtes de Champagne Blanc	6	\$ 79.99	\$ 479.94
SO-0000344278	10/18/2010	02 Roederer Cristal Magnum	2	\$ 499.99	\$ 999.98
SO-0000344418	10/22/2010	95 Dom Perignon Oenothèque	3	\$ 199.99	\$ 599.97
SO-0000344418	10/22/2010	96 Dom Perignon Oenothèque	12	\$ 275.00	\$ 3,300.00
SO-0000344418	10/22/2010	09 Cos d'Estournel Magnum	6	\$ 449.99	\$ 2,699.94
SO-0000344685	10/28/2010	09 l'Eglise Clinet	12	\$ 199.99	\$ 2,399.88

SO-0000344685	10/28/2010 09 l'Eglise Clinet	24	\$	199.99	\$	4,799.76
SO-0000346158	12/2/2010 09 Mouton Rothschild	36	\$	429.99	\$	15,479.64
SO-0000346664	12/14/2010 09 Corton Clos du Ro Magnum, Pousse d'Or	6	\$	179.99	\$	1,079.94
SO-0000346664	12/14/2010 09 Richebourg, Gros Freres	6	\$	289.99	\$	1,739.94
SO-0000346664	12/14/2010 09 Richebourg, Hudelot Noellat	6	\$	325.00	\$	1,950.00
SO-0000346664	12/14/2010 09 Romanee St Vivant, Hudelot Noellat	6	\$	299.99	\$	1,799.94
SO-0000346664	12/14/2010 09 Clos Vougeot, Hudelot Noellat	6	\$	125.00	\$	750.00
SO-0000346664	12/14/2010 09 Grands Echezeaux, Gros Freres	6	\$	199.99	\$	1,199.94
SO-0000346660	12/14/2010 09 Angelus	36	\$	149.99	\$	5,399.64
SO-0000347444	12/23/2010 95 Mouton	12	\$	350.00	\$	4,200.00
SO-0000347520	12/24/2010 89 Latour	1	\$	350.00	\$	350.00
SO-0000348146	1/4/2011 02 Roederer Cristal	4	\$	149.99	\$	599.96
SO-0000348146	1/4/2011 02 Dom Perignon	24	\$	99.99	\$	2,399.76
SO-0000348146	1/4/2011 09 Haut Brion	24	\$	599.99	\$	14,399.76
SO-0000348614	1/12/2011 09 Pavie	24	\$	125.00	\$	3,000.00
SO-0000348614	1/12/2011 09 Cheval Blanc	24	\$	599.99	\$	14,399.76
SO-0000348884	1/17/2011 09 Pavie 3 Liter	3	\$	535.00	\$	1,605.00
SO-0000349431	1/24/2011 02 Dom Perignon	36	\$	99.99	\$	3,599.64
SO-0000350411	2/8/2011 04 Roederer Cristal	36	\$	139.99	\$	5,039.64
SO-0000350411	2/8/2011 02 Dom Perignon	36	\$	99.99	\$	3,599.64
SO-0000351573	2/26/2011 08 Meursault Genevrieres, Coche Dury	6	\$	599.99	\$	3,599.94
SO-0000351573	2/26/2011 08 Meursault Perrieres, Coche Dury	3	\$	899.99	\$	2,699.97
SO-0000351768	3/2/2011 04 Roederer Cristal	24	\$	139.99	\$	3,359.76
SO-0000351768	3/2/2011 02 Dom Perignon	12	\$	99.99	\$	1,199.88
SO-0000352088	3/8/2011 90 Beaufort Ambonnay Grand Cru Brut Mill	12	\$	129.99	\$	1,559.88
SO-0000352122	3/9/2011 09 Chambolle Musigny 1er Cru, Vogue	6	\$	225.00	\$	1,350.00
SO-0000352122	3/9/2011 09 Chambolle Musigny, Vogue	6	\$	125.00	\$	750.00
SO-0000352122	3/9/2011 09 Musigny V.V., Vogue	12	\$	799.99	\$	9,599.88
SO-0000352122	3/9/2011 09 Bonnes Mares, Vogue	6	\$	499.99	\$	2,999.94
SO-0000352213	3/11/2011 09 Clos de la Roche V.V., Ponsot	12	\$	695.00	\$	8,340.00
SO-0000352321	3/14/2011 09 La Mission Haut Brion	12	\$	499.99	\$	5,999.88
SO-0000353034	3/23/2011 09 Clos de la Roche V.V. Magnum, Ponsot	6	\$	1,499.00	\$	8,994.00
SO-0000353081	3/24/2011 04 Roederer Cristal	60	\$	139.99	\$	8,399.40
SO-0000353081	3/24/2011 02 Dom Perignon	60	\$	99.99	\$	5,999.40
SO-0000353091	3/24/2011 09 Cos d'Estournel	84	\$	179.99	\$	15,119.16
SO-0000353451	3/30/2011 09 La Mission Haut Brion	12	\$	499.99	\$	5,999.88
SO-0000354466	4/19/2011 09 Pichon Lalande	12	\$	129.99	\$	1,559.88
SO-0000354576	4/21/2011 09 Cheval Blanc	12	\$	599.99	\$	7,199.88
SO-0000355890	5/16/2011 09 Chambertin, Rousseau	12	\$	799.99	\$	9,599.88
SO-0000356661	5/25/2011 82 Leoville las Cases	12	\$	399.99	\$	4,799.88
SO-0000356669	5/25/2011 09 Palmer	24	\$	179.99	\$	4,319.76
SO-0000356958	6/1/2011 04 Roederer Cristal	24	\$	145.00	\$	3,480.00
SO-0000356958	6/1/2011 09 Cheval Blanc	24	\$	599.99	\$	14,399.76
SO-0000356958	6/1/2011 09 Haut Brion	24	\$	550.00	\$	13,200.00
SO-0000357346	6/9/2011 09 Pavie	12	\$	129.99	\$	1,559.88
SO-0000357332	6/9/2011 09 Pichon Lalande	24	\$	129.99	\$	3,119.76
SO-0000357332	6/9/2011 09 La Mission Haut Brion	12	\$	499.99	\$	5,999.88
SO-0000357346	6/9/2011 09 Cheval Blanc	12	\$	599.99	\$	7,199.88

SO-0000357346	6/9/2011 09 Haut Brion	12	\$	550.00	\$	6,600.00
SO-0000358302	6/22/2011 03 Clos de la Roche V.V. Magnum, Ponsot	1	\$	799.99	\$	799.99
SO-0000358302	6/22/2011 09 Clos de la Roche V.V. Magnum, Ponsot	6	\$	999.99	\$	5,999.94
SO-0000358608	6/29/2011 2010 Montrose	12	\$	205.00	\$	2,460.00
SO-0000358610	6/29/2011 2010 Margaux	12	\$	899.99	\$	10,799.88
SO-0000358608	6/29/2011 2010 Lynch Bages	12	\$	155.00	\$	1,860.00
SO-0000358608	6/29/2011 2010 Lafite Rothschild	36	\$	1,199.00	\$	43,164.00
SO-0000358657	6/30/2011 2010 Carruades de Lafite	120	\$	299.99	\$	35,998.80
SO-0000358645	6/30/2011 2010 Duhart Milon	24	\$	139.99	\$	3,359.76
SO-0000358645	6/30/2011 2010 Petit Mouton	12	\$	164.99	\$	1,979.88
SO-0000358645	6/30/2011 2010 Pavillon Rouge du Chateau Margaux	36	\$	169.99	\$	6,119.64
SO-0000359237	7/14/2011 2010 Chapelle d'Ausone	12	\$	199.99	\$	2,399.88
SO-0000359237	7/14/2011 08 Echezeaux, Georges Jaye	12	\$	179.99	\$	2,159.88
SO-0000359408	7/18/2011 06 Montrachet, Ramonet	12	\$	795.00	\$	9,540.00
SO-0000369444	12/15/2011 04 Roederer Cristal	12	\$	119.99	\$	1,439.88
SO-0000369444	12/15/2011 03 Lafite Magnum	3	\$	2,299.99	\$	6,899.97
SO-0000369444	12/15/2011 2010 Margaux	24	\$	399.99	\$	9,599.76
SO-0000376164	3/5/2012 09 Clinet	36	\$	235.00	\$	8,460.00
SO-0000376164	3/5/2012 09 Cos d'Estournel	24	\$	349.99	\$	8,399.76
SO-0000376164	3/5/2012 09 Ducru Beaucaillou	36	\$	275.00	\$	9,900.00
SO-0000377413	3/19/2012 09 Bellevue Mondot	12	\$	319.99	\$	3,839.88
SO-0000377413	3/19/2012 09 Smith Haut Lafitte Rouge	24	\$	235.00	\$	5,640.00
SO-0000377413	3/19/2012 09 l'Evangile	24	\$	375.00	\$	9,000.00
SO-0000377413	3/19/2012 09 Clinet	24	\$	235.00	\$	5,640.00
SO-0000377413	3/19/2012 09 Clos Fourtet	12	\$	225.00	\$	2,700.00
SO-0000377545	3/21/2012 09 Bellevue Mondot	12	\$	229.99	\$	2,759.88
SO-0000377545	3/21/2012 09 Beychevelle	12	\$	39.99	\$	479.88
SO-0000393916	10/8/2012 02 Bollinger Grand Annee	36	\$	69.99	\$	2,519.64
SO-0000393966	10/9/2012 02 Bollinger Grand Annee Magnum	6	\$	199.99	\$	1,199.94
SO-0000393966	10/9/2012 03 Dom Perignon	12	\$	89.99	\$	1,079.88
SO-0000395157	10/23/2012 2000 Mouton	1	\$	1,099.00	\$	1,099.00
		1839			\$	542,094.83