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10 Attorneys for Defendant HUGH REIMERS and
11 Defendant/Cross-complainant TORICK FARMS, LLC

12 SUPERIOR COURT OF CALIFORNIA

13 COUNTY OF LAKE

14 LANGTRY FARMS, LLC, a Delaware
15 Limited Liability Company,

16 Plaintiff,

17 v.

18 HUGH REIMERS, an individual;
19 TORICK FARMS, LLC, a California Limited
20 Liability Company; and DOES 1-20,

21 Defendants.

22 TORICK FARMS, LLC, a California Limited
23 Liability Company,

24 Cross-complainant,

25 v.

26 EASTON MANSON, an individual;
27 LANGTRY FARMS, LLC, a Delaware Limited
28 Liability Company; and ROES 1 through 100,
inclusive,

Cross-defendants.

Case No.: CV421774

**CROSS-COMPLAINT FOR
DAMAGES AND INJUNCTIVE RELIEF**

1. Conversion
2. Civil Extortion
3. Violation of Penal Code § 496
4. Intentional Interference with Contractual Relations

Complaint filed: May 3, 2021

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The Parties

1. Cross-complainant Torick Farms, LLC (“Torick”) is a California limited liability company with its principal place of business in Sonoma County, California.

2. Torick is informed and believes and on that basis alleges that cross-defendant Langtry Farms, LLC (“Langtry”) is a Delaware limited liability company with its principal place of business in Lake County, California. Langtry is a custom crush facility which crushes grapes and makes wine for customers on a fee-for-service basis.

3. Torick is informed and believes and on that basis alleges that cross-defendant Easton Manson (“Manson”) is a resident of Lake County, California and an owner and manager of Langtry.

4. Each cross-defendant was at all relevant times an agent or partner of each of the other cross-defendants and was acting in the course and scope of said agency or partnership.

5. Torick is unaware of the true names and capacities of the cross-defendants designated as ROES 1 through 100 and will amend this cross-complaint when such information is discovered. Torick is informed and believes and on that basis alleges that the ROE cross-defendants are liable to Torick in whole or in part for the acts and omissions alleged in this cross-complaint.

General Allegations

6. In or about October 2020, Torick arranged for the delivery of approximately 270 tons of Pinot Noir grapes to Langtry, which crushed and made wine from the grapes pursuant to the parties’ custom crush arrangements. After fermentation, Langtry placed the wine into a bulk storage tank pending its sale and delivery to Torick’s buyers.

1 7. Torick delivered grapes to Langtry, and Langtry accepted them, on a “crush and
2 delivery” basis, which Torick negotiated with Langtry’s then-Vice President of Winemaking
3 Operations, Eric Stine (“Stine”). The arrangement entitled Torick, for a flat fee of \$350 per ton,
4 to keep the wine at Langtry until the end of April 2021, by which time it would be sold or trans-
5 ferred to another facility. Langtry and Torick had no written storage agreement, and no
6 warehouse receipts were issued by Langtry to Torick.
7

8 8. Stine left Langtry’s employ in January 2021.

9 9. In or about February 2021, Torick contracted to sell 11,100 gallons of Pinot Noir
10 to Bogle Winery at \$22 per gallon. In or about April 2021, Torick contracted to sell 10,800 gal-
11 lons of Pinot Noir to WX Brands at \$20 per gallon. Torick arranged for Bogle and WX Brands
12 to pick up the wine and enlisted the assistance of Langtry’s winemaker, Melissa Hackett, to coor-
13 dinate. Hackett did not indicate that there was any obstacle to releasing the wine, and Torick did
14 not anticipate any, since Langtry had previously released over 17,000 gallons of Torick’s wine to
15 buyers under different contracts.
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18 10. On or about March 29, 2021, just days before Bogle was scheduled to pick up
19 Torick’s wine from Langtry, Manson wrote Torick a letter (a true and correct copy of which is
20 attached to this cross-complaint as Exhibit A), enclosing an invoice for storage charges in the
21 amount of \$26,144.43. The letter alleges for the first time that Torick’s wine is smoke tainted,
22 had contaminated Langtry’s tanks, and would not be allowed to leave the facility until Torick
23 compensated Langtry for the damage. No dollar amount of damage was given.
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25 11. Torick is informed and believes and on that basis alleges that Manson and
26 Langtry knew of Bogle’s scheduled April 1 pick up when they sent Torick the March 29, 2021
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1 letter. Prior to March 29, 2021, no storage fees had been charged or discussed and no smoke-
2 taint damage was alleged.

3 12. On or about April 1, 2021, when a truck from Bogle arrived at Langtry to pick up
4 the wine, the driver was told that the wine would not be released until Torick paid its bill to
5 Langtry. Torick was required to pay Bogle a \$1,000 fee for the unsuccessful pick-up attempt.
6

7 13. On or about April 14, 2021, Langtry sent Torick an invoice, a true and correct
8 copy of which is attached as Exhibit B, demanding payment of \$327,135 for alleged damage to
9 Langtry's tanks (plus minor fees). The invoice was followed by a letter from Langtry's counsel,
10 dated April 19, 2021, making clear that Torick's wine would not be released until the damage
11 claim was paid.
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13 14. Torick has repeatedly requested that (1) Langtry and Manson release Torick's
14 wine under contract to Bogle Winery and WX Brands for delivery to those buyers, and that (2)
15 Langtry and Manson release the remainder of Torick's wine for transfer to another bonded
16 facility. Langtry and Manson have repeatedly refused, and continue to refuse, Torick's requests.
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18 15. As of today, Torick has approximately 45,000 gallons of Russian River Valley
19 Pinot Noir at the Langtry facility, worth an estimated \$950,000, of which approximately
20 \$500,000 is under contract to Bogle Winery and WX Brands. Langtry and Manson are refusing
21 to release any of Torick's wine until Torick pays \$327,135 as compensation for alleged damage
22 to Langtry's tanks.
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24 16. Torick denies that its wine was smoke tainted and denies that it damaged
25 Langtry's property in any way.
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FIRST CAUSE OF ACTION
Conversion

(Against All Cross-Defendants)

17. Torick owns approximately 45,000 gallons of Pinot Noir wine which constitutes its personal property and is located at cross-defendants' facility.

18. Cross-defendants have (1) seized and detained the wine, (2) refused to provide Torick with information about its condition, (3) prevented Torick from accessing the wine, and (4) refused Torick's repeated requests to return the wine.

19. In so doing, cross-defendants have substantially interfered with Torick's wine and wrongfully exercised dominion over it.

20. Torick did not and does not consent to cross-defendants' dominion over or interference with the wine.

21. Cross-defendants' conduct was and is a substantial factor in causing Torick's injury, entitling Torick to an award of compensatory damages.

22. Cross-defendants know that they have no legal basis on which to exercise dominion over or interfere with Torick's wine, and have thus acted with malice, fraud, and oppression, entitling Torick to an award of punitive damages.

SECOND CAUSE OF ACTION
Civil Extortion

(Against All Cross-Defendants)

23. Torick repeats and incorporates by reference the preceding allegations of this cross-complaint as if fully set forth herein.

1 24. By improperly seizing, detaining, and threatening to sell Torick's wine unless
2 Torick pays cross-defendants' baseless claim for damage to their tanks, cross-defendants have
3 committed the tort of civil extortion.

4 25. Cross-defendants' tortious misconduct has proximately damaged Torick by (a)
5 coercing it to pay sums which it did not and does not owe, and (b) making it impossible for
6 Torick to perform binding contracts for the sale of wine to two buyers, thereby injuring Torick's
7 reputation in the marketplace.

8 26. Cross-defendants know that they have no right to seize, detain or threaten to sell
9 Torick's wine and have thus acted with malice, fraud, and oppression, entitling Torick to an
10 award of punitive damages.

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13 **THIRD CAUSE OF ACTION**
14 **Violation of Penal Code § 496**

15 **(Against All Cross-Defendants)**

16 27. Torick repeats and incorporates by reference the preceding allegations of this
17 cross-complaint as if fully set forth herein.

18 28. By seizing Torick's wine without consent and holding it for the purpose of co-
19 ercing the payment of money to cross-defendants, which cross-defendants are not owed, cross-
20 defendants have obtained property in a manner that constitutes theft or extortion in violation of
21 Penal Code § 496.

22 29. Said violation has proximately caused injury to Torick, entitling it to an award of
23 treble damages of not less than \$3,000,000 plus costs and attorneys' fees as provided by Penal
24 Code § 496(c).
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FOURTH CAUSE OF ACTION
Intentional Interference with Contractual Relations
(Against All Cross-Defendants)

30. Torick repeats and incorporates by reference the preceding allegations of this cross-complaint as if fully set forth herein.

31. Torick has entered into contracts for the sale of wine to two willing and able buyers.

32. Cross-defendants are aware of said contracts because Torick informed cross-defendants of them and, upon information and belief, cross-defendants have been in contact with the buyers.

33. Cross-defendants have prevented Torick's performance of said contracts by knowingly and intentionally refusing to release Torick's wine to said buyers as Torick has requested.

34. Cross-defendants' interference with said contracts was a substantial factor in causing Torick's injury, entitling Torick to an award of compensatory damages.

35. Cross-defendants have acted with malice, fraud, and oppression in interfering with said contracts, entitling Torick to an award of punitive damages.

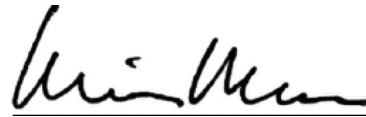
WHEREFORE, Torick prays for judgment against cross-defendants, and each of them, as follows:

1. On the first, second and fourth causes of action, for an award of compensatory and punitive damages.

2. On the third cause of action, for an award of treble damages, costs, and attorneys' fees.

- 1 3. On all causes of action,
- 2 (a) for an award of costs and attorneys' fees as allowed by law; and
- 3 (b) for a temporary restraining order and preliminary and permanent injunc-
- 4 tions; and
- 5 (c) for such other and further relief as the Court may deem proper.
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Respectfully submitted,



May 18, 2021

Kevin P. Block
Roman Block
BLOCK & BLOCK LLP
Attorneys for Defendant HUGH REIMERS
and Defendant/Cross-Complainant
TORICK FARMS, LLC

EXHIBIT A

LANGTRY

F A R M S

EST 1888



March, 29, 2021

Hugh Reimers

By email: hugh.reimers@outlook.com

RE: SMOKE TAINTED PINOT NOIR CUSTOM PROCESSING AND STORAGE

Hugh,

Attached is an invoice for storage of smoke tainted bulk wine that was delivered to the Langtry Farms, LLC winery ("Winery") as fruit for custom processing.

As you know, there was no knowledge that smoke tainted fruit was being delivered to the Winery and there is no executed contract for processing (or storage) of this wine. You have been requested to provide an executed contract for this wine and you have provided none.

As a courtesy, regular storage rates are being proposed for this uncontracted bulk wine storage and the attached invoice reflects the storage charges.

You have previously received a notice that these smoke tainted wines have damaged the Winery equipment and a separate action will address these damages.

This is a reminder that there is a prohibition against the removal of bulk wine from the stainless steel tanks at the Winery when there are any unpaid outstanding fees.

In light of this prohibition, please wire the amounts owed prior to scheduling any trucking of bulk wines from the Winery.

Thank you for your prompt attention to this matter,

Easton Manson

President

Langtry Farms, LLC

[Continued on next page.]

LANGTRY FARMS, LLC

22000 BUTTS CANYON ROAD, #12
MIDDLETOWN, CA 95461

Invoice

Date	Invoice #
3/26/2021	10730

Bill To
Torik Farms, LLC PO Box 945 Windsor, CA 95492

P.O. No.	Terms	Project
10/2020-3/2021	Due on receipt	

Quantity	Description	Rate	Amount
15,705	Tank Storage October 2020 - Pinot Noir	0.075	1,177.88
540	Barrel Storage October 2020 - Pinot Noir	4.50	2,430.00
40,065	Tank Storage November 2020 - Pinot Noir	0.075	3,004.88
480	Barrel Storage November 2020 - Pinot Noir	4.50	2,160.00
40,065	Tank Storage December 2020 - Pinot Noir	0.075	3,004.88
480	Barrel Storage December 2020 - Pinot Noir	4.50	2,160.00
40,065	Tank Storage January 2021 - Pinot Noir	0.075	3,004.88
540	Barrel Storage January 2021 - Pinot Noir	4.50	2,430.00
30,689	Tank Storage February 2021 - Pinot Noir	0.075	2,301.68
540	Barrel Storage February 2021 - Pinot Noir	4.50	2,430.00
27,203	Tank Storage March 2021 - Pinot Noir	0.075	2,040.23
		Total	\$26,144.43

EXHIBIT B

LANGTRY FARMS, LLC

22000 BUTTS CANYON ROAD, #12
MIDDLETOWN, CA 95461

Invoice

Date	Invoice #
4/14/2021	10744

Bill To
Torik Farms, LLC PO Box 945 Windsor, CA 95492

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
	Materials/Equipment depleted requiring replacement		
1	Tank 40 - 3,200 Gallons	14,000.00	14,000.00
1	Tank 42 - 3,200 Gallons	14,000.00	14,000.00
1	Tank 47 - 3,200 Gallons	14,000.00	14,000.00
1	Tank 49 - 3,200 Gallons	14,000.00	14,000.00
1	Tank 51 - 3,200 Gallons	14,000.00	14,000.00
1	Tank 54 - 6,700 Gallons	29,000.00	29,000.00
1	Tank 55 - 6,700 Gallons	29,000.00	29,000.00
1	Tank 56 - 6,700 Gallons	29,000.00	29,000.00
1	Tank 57 - 6,700 Gallons	29,000.00	29,000.00
1	Tank 58 - 6,700 Gallons	29,000.00	29,000.00
1	Tank 61 - 6,700 Gallons	29,000.00	29,000.00
1	Tank 62 - 6,700 Gallons	29,000.00	29,000.00
1	Tank 63 - 6,700 Gallons	29,000.00	29,000.00
9	Barrels	315.00	2,835.00
1	Removal and Replacement installation	22,300.00	22,300.00
41,748	April 2021 stainless steel tank storage - 41,748 Gallons	0.075	3,131.10
		Total	\$330,266.10