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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
21 DOES 1-20,

22 Defendants.

Case No.: CV421774

**DECLARATION OF HUGH REIMERS
IN SUPPORT OF CROSS-
COMPLAINANT'S EX PARTE
APPLICATION FOR A TEMPORARY
RESTRAINING ORDER AND ORDER
TO SHOW CAUSE RE PRELIMINARY
INJUNCTION**

Date: May 19, 2021

Time: 3:30 p.m.

Dept.: 1

Complaint Filed: May 3, 2021

23
24 AND RELATED CROSS-ACTION
25
26
27
28

1 I, Hugh Reimers, declare:

2 1. At all relevant times in this action, I was and currently am the managing member
3 of Torick Farms, LLC (“Torick”). Torick is a vineyard and farming company I founded in 2017.
4 If called as a witness, I could testify to the facts set forth in this declaration based on personal
5 knowledge.
6

7 2. I have been in the wine business my entire professional life, first in Australia,
8 then in the United States starting in 2002. From 2018 to 2019, I served as the president of Foley
9 Family Wines, Inc., which has over 20 wineries in California, Oregon, Washington, and New
10 Zealand in its portfolio. Before that, I was president of Jackson Family Wines, the ninth-largest
11 wine producer in the United States. In addition to my ownership of Torick, I also hold a minor-
12 ity ownership interest and am the managing member of Krasilsa Pacific Farms LLC, a grower
13 based in Sonoma County. I am familiar with all aspects of winemaking and grape growing.
14

15 3. In September 2020, Torick arranged for the delivery of approximately 270 tons
16 of Pinot Noir grapes to Langtry Farms, LLC (“Langtry”) pursuant to a custom crush arrangement
17 I made with Eric Stine, who was then Langtry’s Vice President of Winemaking. Langtry ac-
18 cepted the fruit on a “crush and delivery” basis. For a flat fee of \$350 per ton, Langtry agreed to
19 crush the grapes, make them into wine, and allow Torick to keep the wine at Langtry until the
20 end of April 2021, after which storage fees would be incurred. Torick and Langtry did not have
21 a written custom crush or storage agreement and Torick never received a warehouse receipt from
22 Langtry.
23
24

25 4. In or about February 2021, Torick entered into a contract for the sale of 11,100
26 gallons of Pinot Noir to Bogle Winery at \$22 per gallon. The following April, it entered into a
27 contract with WX Brands (aka Winery Exchange) for 10,800 gallons of Pinot Noir at \$20 per
28

1 gallon. These sales, the total value of which is \$460,200, were being handled by Turrentine
2 Brokerage, one of the most reputable bulk wine brokers in the industry. Attached as Exhibit A
3 and Exhibit B to this declaration are sales memos from Turrentine evidencing the terms of the
4 Bogle and WX Brands transactions.

5 5. Torick arranged for the buyers to pick up the wine and enlisted the assistance of
6 Langtry's winemaker, Melissa Hackett, to coordinate. Hackett never indicated that there was a
7 problem releasing the wine, and I did not anticipate any, since earlier that year, Langtry had re-
8 leased 7,500 gallons of Torick wine to Wilson Daniels and 9,750 gallons to WX Brands without
9 a problem.
10

11 6. By e-mail dated March 25, 2021, Hackett indicates that she is ready to release the
12 wine to Bogle the next day. On April 1, 2021, Bogle sent its trucking company to Langtry to
13 pick up the wine but Langtry refused to release it. Torick was required to pay Bogle a \$1,000 fee
14 for the unsuccessful pick-up attempt.
15

16 7. Attached as Exhibit C to this declaration are true and correct copies of e-mail ex-
17 changes attempting to coordinate pick-up of the wine through Melissa Hackett. Those e-mails
18 show that, in addition to April 1, Langtry refused to release the wine again on April 22 and May
19 12. After the May 12 refusal, Bogle wrote to Turrentine, the broker, indicating that "[a]pparently
20 Torick is behind on their payments to Langtry." That information could only have come from
21 Langtry, is patently false, and is obviously damaging to my reputation in the wine industry.
22

23 8. On or about March 29, 2021, Langtry sent Torick a letter, a true and correct copy
24 of which is attached to this declaration as Exhibit D, enclosing an invoice for storage charges in
25 the amount of \$26,144.43. *This was the first time Langtry had charged me for storage; storage*
26 *charges had never even been discussed before, although the wine had been stored at Langtry*
27
28

1 *since October 2020.* These charges were presented to me just two days before the scheduled
2 Bogle pick-up. Feeling like I had no choice, I reluctantly paid these unjustified charges under
3 protest on April 1, 2021.

4 9. The March 29 letter also alleges that Torick's wine was smoke tainted, had con-
5 taminated Langtry's tanks, and would not be allowed to leave the Langtry facility until Torick
6 compensated Langtry for the damage. No dollar amount was given.

7
8 10. On or about April 14, 2021, Langtry sent Torick an invoice, a true and correct
9 copy of which is attached as Exhibit E, demanding payment of \$330,266, of which \$327,135 was
10 for alleged damage to Langtry's tanks. The invoice was followed by a letter from Langtry's at-
11 torney, dated April 19, 2021, making clear that Torick's wine would not be released until the
12 damage claim was paid. Attached as Exhibit F is a true and correct copy of that letter.

13
14 11. The claim that Torick's wine was smoke tainted or damaged Langtry's tanks is
15 false. In 2020, Torick processed grapes or stored wine at Yokayo Wine Company, Redwood
16 Valley Cellars, Kunde Winery and Meadowcroft Winery, none of whom complained that the
17 grapes or wine were smoke tainted.

18
19 12. In August and November 2020, I had the grapes and wine tested by ETS
20 Laboratories, the leading wine laboratory in Napa Valley, for the chemical indicators of smoke
21 taint (guaiacol and 4-methylguaiacol) pre- and post-fermentation. The pre-fermentation tests
22 showed no detectable smoke taint whatsoever. The post-fermentation tests showed the presence
23 of guaiacol and 4-methylguaiacol at levels well below the sensory threshold. Attached as
24 Exhibit G and Exhibit H to this declaration are true and correct copies of the test results provided
25 to me by ETS Labs.
26
27
28

1 13. Guaiacol and 4-methylguaiacol are naturally occurring substances in grapes and
2 are also commonly introduced during the winemaking process through ageing in toasted oak bar-
3 rels or tanks, such as the oak tanks in which the wine was stored at Langtry. I made the decision
4 to flavor the wine using toasted oak chips during fermentation, a process overseen by Langtry,
5 which is a widely used technique and poses no threat to winery tanks or barrels. The slight
6 increase in the pre- and post-fermentation levels of these chemicals in the Torick wine was
7 almost certainly due to its contact with toasted oak chips and the Langtry oak tanks. By industry
8 standards, the Torick wine contains nominal levels of guaiacol and 4-methylguaiacol which do
9 not affect its quality and did not cause any damage.
10


11 14. I have repeatedly requested that Langtry release Torick's wine, to no avail. As of
12 today, Torick has approximately 45,000 gallons of Russian River Valley Pinot Noir at the
13 Langtry facility, worth an estimated \$950,000, of which 21,900 gallons worth \$460,200 are un-
14 der contract to Bogle Winery (11,100 gallons at \$22 per gallon) and WX Brands (10,800 gallons
15 at \$20 per gallon). Langtry is refusing to release any of Torick's \$950,000 worth of wine until
16 Torick pays \$327,135 as compensation for the damages supposedly caused to Langtry's tanks by
17 Torick's wine. I plan to transfer all of the Torick wine from Langtry to Redwood Valley Cellars
18 as soon as it is released. WX Brands is threatening to cancel its contract if it does not receive the
19 wine by May 14.
20

21 15. Even if Langtry could show that Torick's grapes were smoke-tainted (which it
22 cannot), Torick had Langtry's permission to deliver the allegedly tainted grapes to Langtry for
23 processing at its facility. In a February 10, 2021 email, a true and correct copy of which is at-
24 tached to this declaration as Exhibit I, CEO Easton Manson acknowledges that Langtry Vice
25 President Eric Stine gave Torick permission to bring the fruit into the facility. Although Manson
26
27
28

claims that Stine violated company policy in authorizing that delivery, that is between Manson and Stine. Manson does not dispute that delivery of the grapes to Langtry was authorized.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on May 12, 2021 in Sonoma County, California.

DocuSigned by:

08888B0CF12A4A6

Hugh Reimers

EXHIBIT A



SALES MEMO

SM #: 2035170
February 19, 2021

SELLER

TORICK FARMS, LLC

P.O. Box 945

Windsor, CA 95492

BW:

Telephone: 831-682-0245

Fax:

Email: hugh.reimers@outlook.com

Attn: Hugh Reimers

BUYER

BOGLE VINEYARDS

49762 Hamilton Rd

Clarksburg, CA 95612

BW: CA-4937

Telephone: 916-744-1139

Fax:

Email: eric@boglewinery.com

Attn: Eric Aafedt

COMMODITY, DESCRIPTION AND APPROXIMATE QUANTITIES

Pinot Noir, 2020, Russian River, from the following tanks:

1. **Tank #42:** (100% Pinot Noir, 100% 2020, 90% Russian River, 10% California), approximately 3,600 gallons – conforming to the samples submitted.
2. **Tank #58:** (100% Pinot Noir, 100% 2020, 90% Russian River, 10% California), approximately 7,500 gallons – conforming to the samples submitted.

APPROXIMATE TOTAL QUANTITY:	11,100 Gallons.
UNIT PRICE:	\$22.00 per gallon, in bond, f.o.b. Langtry Farms, 22000 Butts Canyon Road, Middletown, CA 95461 [BW #5059].
TERMS:	Net cash due 30 days from shipment. Seller to invoice Buyer.
SHIPMENT:	No later than March 22, 2021. Buyer to notify Seller at least three (3) working days prior to shipment.
SAMPLES:	Seller is to send Buyer two (2) 750mL fresh samples of each lot, marked "shipment confirmation samples" as soon as possible to Eric Aafedt, Bogle Vineyards, 49762 Hamilton Rd, Clarksburg, CA 95612.
CONTINGENCY:	This sale is subject to Buyer's approval of fresh confirmation samples and analysis.
NON-DISCLOSURE AGREEMENT:	Buyer agrees that Buyer, its employees, and/or its affiliates will not make any reference to Seller, its employees and/or affiliates for the purpose of marketing or sales of wines purchased from Seller. Seller agrees that Seller, its employees, and/or its affiliates will not make any reference to Buyer, its employees and/or affiliates with regard to wines sold to Buyer.

For: Torick Farms, LLC

Signature:

_____.

Print Name:

_____.

Title:

_____.

Date:

_____.

For: Bogle Vineyards

Eric Aafedt _____.

_____.

_____.

_____.

Cc: Dana Stemmler, Bogle Vineyards (dstemmler@boglewinery.com)

The Sales Memo evidences the terms of Buyer and Seller's agreement to buy and sell the bulk wine described above. Buyer and Seller will prepare invoices, bills of lading and other records and documents required to complete the transaction in compliance with all applicable laws. Please note that both Buyer and Seller are responsible for reviewing, and correcting, if necessary, the varietal, vintage and appellation percentages and all other details in this Sales Memo in order to ensure accuracy.

EXHIBIT B



REVISED SALES MEMO

SM #: 2035606

Original Sales Memo Date: April 9, 2021

Revised Sales Memo Date: April 30, 2021

SELLER

TORICK FARMS, LLC

P.O. Box 945

Windsor, CA 95492

BW:

Telephone: 831-682-0245

Fax:

Email: hugh.reimers@outlook.com

Attn: Hugh Reimers

BUYER

WINERY EXCHANGE, INC.

500 Redwood Blvd., Suite 200

Novato, CA 94947

BW: 17/20-486782

Telephone: 415-272-3425

Fax: 415-382-6905

Email: kurt.lorenzi@WXbrands.com

Attn: Kurt Lorenzi

REVISION TO TERMS & QUANTITY

Seller and buyer have agreed to a change in TERMS and QUANTITY.

The quantity now in force is as follows: 10,800 gallons.

All changes are shown in bold text below. All other terms and conditions remain in effect.

COMMODITY AND DESCRIPTION

Pinot Noir, 2020, Russian River (100% Pinot Noir, 100% 2020, 90% Russian River, 10% California), Lot #: T#61, conforming to the samples submitted.

APPROXIMATE QUANTITY:	10,800 Gallons. Payment will be made on the basis of certified scale weight and certified densitometer reading at receiving winery.
UNIT PRICE:	\$20.00 per gallon, in bond, f.o.b. Langtry Farms, 22000 Buts Canyon Rd., Middletown, CA 95461 [BW-CA-5059].
TERMS:	Net cash due 30 days from shipment. Seller to invoice Buyer. Please send new invoices to payables@wxbrands.com, and inquiries about payments to accounting@wxbrands.com
SHIPMENT:	No later than May 14, 2021. Buyer to notify Seller at least three (3) working days prior to shipment.
SAMPLES:	Seller is to send Buyer three (3) 750mL fresh samples marked "shipment confirmation samples" as soon as possible to Matthew Shuplock, WX Brands, 4202 Stage Gluch Rd., Sonoma, CA 95476.
CONTINGENCY:	This sale is subject to Buyer's approval of fresh confirmation samples and analysis.
ADDITIONAL INFORMATION:	Wine to be (1) unadulterated and free from material defects; (2) fit for human consumptions; (3) produced in accordance with all applicable laws and regulations; (4) match the samples approved by WX Brands; and (5) free from any encumbrances or claims.

The Sales Memo evidences the terms of Buyer and Seller's agreement to buy and sell the bulk wine described above. Buyer and Seller will prepare invoices, bills of lading and other records and documents required to complete the transaction in compliance with all applicable laws. Please note that both Buyer and Seller are responsible for reviewing, and correcting, if necessary, the varietal, vintage and appellation percentages and all other details in this Sales Memo in order to ensure accuracy.

**NON-DISCLOSURE
AGREEMENT:**

Buyer agrees that Buyer, its employees, and/or its affiliates will not make any reference to Seller, its employees and/or affiliates for the purpose of marketing or sales of wines purchased from Seller.
Seller agrees that Seller, its employees, and/or its affiliates will not make any reference to Buyer, its employees and/or affiliates with regard to wines sold to Buyer.

For: Torick Farms, LLC**For: Winery Exchange, Inc.****Signature:****Print Name:****Title:****Date:**

Cc. Richard Mansfield, Winery Exchange, Inc.
Linda Trotta, Winery Exchange, Inc.
Matthew Shuplock, Winery Exchange, Inc.
Lee Morse, Winery Exchange, Inc.
Christian Gilmer, Winery Exchange, Inc.

(richard.mansfield@wxbrands.com)
(ltrotta@jamiesonranch.com)
(matthew.shuplock@WXbrands.com)
(lee.morse@wxbrands.com)
(christian.gilmer@wxbrands.com)

EXHIBIT C

From: hugh Reimers <hugh.reimers@outlook.com>
Sent: Wednesday, **March 17, 2021** 7:38 AM
To: Dana Stemmler <DStemmler@boglewinery.com>; Eric Aafedt <eric@boglewinery.com>
Cc: William Goebel <william@turrentinebrokerage.com>
Subject: 2020 Torick RR Pinot Noir

Hi Eric & Dana,

Thanks for agreeing to purchase 11.100 gallons of my Torick Farms 2020 Russian River Pinot Noir...

I wanted to touch base regarding coordinating shipping from Langtry Winery...

Also - Let me know if you are looking for additional gallons..... I still have 32,000 gallons of a similar Russian River Pinot Noir blend sourced from the same vineyard...

Cheers

Hugh

* * * * *

On **Mar 17, 2021**, at 8:29 AM, Eric Aafedt <eric@boglewinery.com> wrote:

Hi Hugh,

We can ship anytime. We will arrange for next week.

Thanks for the offer on the additional gallons. Can you send us a 750ml of each lot? If we get it soon perhaps we can at least make full loads shipping out of Langtry.

Thanks
Eric

Eric Aafedt

[<image01c1f6.PNG>](#)

Vice President of Winemaking
Bogle Vineyards & Winery
49762 Hamilton Road, Clarksburg, CA, 95612
Office: 916.744.1139 x113 Cell: 916.607.3761
www.boglewinery.com

* * * * *

From: hugh Reimers <hugh.reimers@outlook.com>
Sent: Wednesday, March 17, 2021 8:48 AM
To: Eric Aafedt <eric@boglewinery.com>; Melissa Hackett <melissa@LangtryFarms.com>
Cc: Dana Stemmler <DStemmler@boglewinery.com>; William Goebel
<william@turrentinebrokerage.com>
Subject: Re: 2020 Torick RR Pinot Noir

Hi Eric,

Thanks for the heads up...

I have cc'd Melissa Hackett - Langtry Winemaker on this e-mail... Please coordinate shipping through Melissa....

In the mean while I'll FedEx additional samples to your attention...

Cheers

Hugh

* * * * *

From: Melissa Hackett <melissa@LangtryFarms.com>
Sent: Thursday, March 25, 2021 11:51 AM
To: hugh Reimers <hugh.reimers@outlook.com>; Eric Aafedt <eaafedt@boglewinery.com>
Cc: Dana Stemmler <DStemmler@boglewinery.com>; William Goebel
<william@turrentinebrokerage.com>
Subject: RE: 2020 Torick RR Pinot Noir

Hello Eric,

I wanted to confirm that we are shipping out Pinot Noir to you tomorrow.
Who will the trucking company be and what address/bond number are we shipping to?
Thank you kindly!

Melissa Hackett
Assistant Winemaker
Office: 707-995-7513
Cell: 707-312-4509
21000 Butts Canyon Rd.
Middletown CA 95461

* * * * *

On Mar 25, 2021, at 12:14 PM, Eric Aafedt <eaafedt@boglewinery.com> wrote:

Hi Melissa,

Sorry for the miscommunication. There is no shipping on my schedule. Dana is out today. Had she arranged shipping with you?

If not we will arrange for early next week.

Thanks
Eric

* * * * *

From: Melissa Hackett <melissa@LangtryFarms.com>
Sent: Thursday, March 25, 2021 12:15 PM
To: Eric Aafedt <eaafedt@boglewinery.com>
Cc: hugh Reimers <hugh.reimers@outlook.com>; Dana Stemmler <DStemmler@boglewinery.com>; William Goebel <william@turrentinebrokerage.com>; Julio Lobato <jlobato@boglewinery.com>
Subject: Re: 2020 Torick RR Pinot Noir

Hi Eric,
I had it as a tentative placeholder on my calendar and was curious.
Let me know details when you have them.
Cheers,
Melissa

* * * * *

From: Dana Stemmler <DStemmler@boglewinery.com>
Sent: Friday, March 26, 2021 9:49 AM
To: Melissa Hackett <melissa@LangtryFarms.com>
Subject: RE: 2020 Torick RR Pinot Noir

Melissa,

I will schedule this right now. Is the following address correct for where this wine is currently located?
b. Langtry Farms, 22000 Butts Canyon Road, Middletown, CA 95461 [BW #5059].

What are your shipping hours?
Cherokee will be the carrier.

Thank you,
Dana

* * * * *

From: Melissa Hackett <melissa@LangtryFarms.com>
Sent: Friday, March 26, 2021 10:27 AM

To: Dana Stemmler <DStemmler@boglewinery.com>

Subject: RE: 2020 Torick RR Pinot Noir

Dana,

21000 Butts Canyon Road, Middletown, CA 95461 (BWN-CA-23428).

Shipping hours are 7:30 to 2:30.

Do you have a contact for Cherokee so I can give them our gate code?

Thank you,

Melissa

* * * * *

From: Dana Stemmler

Sent: Thursday, April 22, 2021 8:03 AM

To: Melissa Hackett <melissa@LangtryFarms.com>

Subject: RE: 2020 Torick RR Pinot Noir

Melissa,

Can we set up shipment of this wine again? Please let me know when you are able to ship and I will schedule trucking.

Thank you,

Dana

* * * * *

On May 12, 2021, at 8:03 AM, Dana Stemmler <DStemmler@boglewinery.com> wrote:

Melissa,

I'm just following up on this wine again. Any progress as to if Langtry Farms will release it for shipping?

Thank you,

Dana

Dana Stemmler

Winemaker

Bogle Vineyards & Winery

916.744.1139

DStemmler@boglewinery.com

www.boglewinery.com

* * * * *

From: Dana Stemmler <DStemmler@boglewinery.com>
Sent: Wednesday, May 12, 2021 8:32 AM
To: Eric Aafedt <eaafedt@boglewinery.com>
Subject: FW: 2020 Torick RR Pinot Noir

See below.

* * * * *

From: Eric Aafedt <eaafedt@boglewinery.com>
Sent: Wednesday, May 12, 2021 8:47 AM
To: Dana Stemmler <DStemmler@boglewinery.com>
Cc: William Goebel <william@turrentinebrokerage.com>
Subject: RE: 2020 Torick RR Pinot Noir

Good morning William,

Looks like there are still issues with the Pinot from Torick. Apparently Torick is behind on their payments to Langtry. Langtry will not release the wine. I would like to get it here ASAP.

Also it has been so long we will need another confirmation sample before the wine is shipped. Please have them send 2 x 750ml samples today.

Dana – lets make sure that, if and when we do ship this wine, we taste and run full numbers on each truck to compare to the latest confirmation samples before unloading 😊

Thanks
Eric

Eric Aafedt

Vice President of Winemaking
Bogle Vineyards & Winery

Office: 916.744.1139 x113 Cell: 916.607.3761
eaafedt@boglewinery.com
www.boglewinery.com

EXHIBIT D

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 E

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

EXHIBIT F

April 19, 2021

Via E-mail Only

Hugh Reimers
hugh.reimers@outlook.com

CONFIDENTIAL SETTLEMENT COMMUNICATION – CAL. EVID. C. § 1152; F.R.E. 408

Re: Langtry Farms Outstanding Invoice

Dear Hugh:

As you know, my firm represents Langtry Farms, LLC ("LF"). This letter responds to your April 14, 2021 email.

BACKGROUND

It is our understanding that in the 2020 harvest season you devised a proposed scheme to purchase or otherwise acquire smoke-tainted fruit and share in the profits derived from selling the resulting wine with LF. Specifically, you proposed to purchase fruit from LF at salvage prices which would allow LF to make a claim against its crop insurance policies. At the same time, you suggested that the fruit was actually more valuable and that LF could profit through custom crushing the fruit and sharing in the resulting bulk wine sales. LF refused to engage in this scheme.

After rejecting your smoke tainted fruit purchase and custom crush scheme, we understand that you requested a Custom Crush Agreement for the September 2020 delivery of pinot noir fruit. You proposed modifications to certain terms, but those terms were never accepted by anyone with authority at LF and that document was never countersigned.

You also made further proposals regarding the potential delivery of other varietals, including smoke-tainted fruit from the LF vineyards. However, LF did not agree to receive smoke-tainted fruit or wine into its winery. Rather, you entered into a Salvage Grape Purchase Agreement with LF in which you agreed that you would **not** be provided any custom crush services. Mr. Manson made it clear that he would not agree to accept smoke tainted fruit or bulk wine at the LF winery facility. You surreptitiously delivered both anyway to the LF winery facility.

When it was suspected that you were nonetheless delivering smoke-tainted fruit to the LF winery facility without the consent of any authorized party, you were presented a proposed Salvage Agreement for Custom Wine Production Services. This document was signed by Mr. Manson and delivered to you on the afternoon of October 29, 2020. The document provided protection for the LF winery facility in the event that salvaged grapes caused damage to winery equipment. You did not agree to this contract. Instead, you forwarded the contract to Mr. Stine. Mr. Stine discussed this matter with Mr. Manson on the morning of October 30, 2020, during

which Mr. Manson confirmed once again that no smoke tainted fruit or bulk wine was to be custom processed without the required protections provided by the Salvage Agreement. The following day, you stated to Mr. Manson in an email that: "the grapes received at Langtry Estate October 28th & 29th from Torick Farms have no smoke taint or other quality issues and should not be regarded as salvage." We understand that this representation was false.

DAMAGES TO LF'S EQUIPMENT

The storage of your smoke-tainted wines in LF's oak upright tanks and barrels has rendered these wooden storage systems useless. All wine has been removed from these tanks and barrels and they cannot be used again as it will be impossible for LF to represent to its customers that the oak tanks and barrels are free of potential contamination. Therefore, you have been invoiced accordingly for the 100% depletion of these winery resources.

PAYMENT OF CURRENT INVOICE

On April 14, 2021, LF delivered an invoice to you for the costs and materials expended in maintaining your smoke-tainted wines at the LF winery facility. The invoice you received on April 14, 2021 reflects storage charges owed and materials and equipment damaged as a result of your delivering smoke tainted fruit and bulk wine to LF's facilities without authorization or a contract.

LF reasonably and customarily requires to be paid outstanding amounts due for services and materials prior to releasing wine from storage. Thus, as is standard, that invoice is required to be paid prior to the further release of any of your wine. After payment LF will permit the transfer of your remaining wines to duly licensed wineries.

Alternatively, LF will exercise its statutory warehouse rights and sell the wine to cover the amounts due, which we expect will also lead to expensive and public litigation. My client prefers that you pay the amounts owing, which will result in a release of claims from my client.

I am available to discuss this matter at your earliest convenience so that we can resolve this situation promptly.

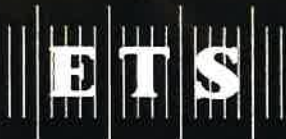
Sincerely,

DICKENSON, PEATMAN & FOGARTY



Joshua S. Devore

EXHIBIT G



LOGOUT



Crane Creek Pinot Noir

Logged Date: **Fri, Aug 28, 2020 3:06 PM**

Reported Date: **Sun, Sep 20, 2020 4:19 PM**

Group ID: **1465568**

ETS Sample ID: **008281465**

Analysis

Result

Status

guaiacol (GC/MS)

< 0.5 µg/kg

Completed

4-methylguaiacol (GC/MS)

< 0.5 µg/kg

Completed

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EXHIBIT H

10:57



AA

etslabs.com



LOGOUT



2020 Russian River Pinot

Logged Date: **Wed, Nov 4, 2020 11:35 AM**

Reported Date: **Mon, Nov 9, 2020 2:27 PM**

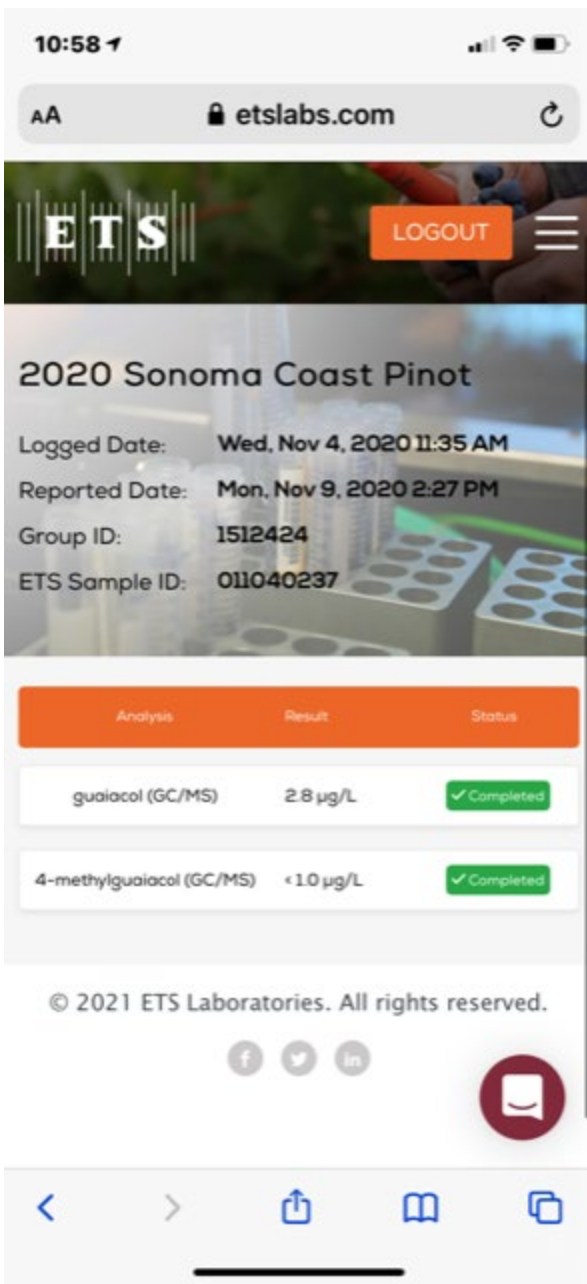
Group ID: **1512424**

ETS Sample ID: **011040236**

Analysis	Result	Status
guaiacol (GC/MS)	2.6 µg/L	✓ Completed
4-methylguaiacol (GC/MS)	1.4 µg/L	✓ Completed

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Sent from my iPhone

EXHIBIT I

From: Easton Manson
Sent: Wednesday, February 10, 2021 7:14 PM
To: hugh Reimers <hugh.reimers@outlook.com>
Cc: Felicia Covell <Felicia@LangtryFarms .com>
Subject: shipping request

Hugh,

Thank you for your efforts to promptly remove your wine from the Langtry facility.
The Langtry team will be prepared to facilitate the transfer of the wines you have identified and on the dates you have identified.
Prior to removal, payment of the outstanding invoices in full will be required.
The invoices for storage and services through the end of January are attached.
You will receive February storage invoices on February 15.

The wine you have requested to be removed does not, however, account for the balance of the 97,698 gallons of wine located at the Langtry facility that must be removed by February 22.
Please provide shipment information as soon as possible for the bonded facility that the remaining wine will be shipped to and on what day.
Prior to the 22nd, the diligence on the damage to Langtry's equipment caused by your delivery of smoke tainted wine and smoke tainted grapes (against the winery policies) will be completed.
To the extent you received permission to deliver smoke tainted bulk wine or smoke tainted grapes from Eric Stine, that permission was given contrary to company policy and would appear to have been offered in furtherance of your business dealings with Eric rather than the interests of his former employer.
For future scheduling purposes, please email me or email felicia.
Felicia is copied on this email.
Neither Felicia nor Melissa offered you their personal phone numbers and I would appreciate you respecting their privacy by no longer using those numbers.

Thank you for your efforts,
Easton