

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

In re:

Meier's Wine Cellars Acquisition, LLC,  
et al.,<sup>1</sup>

Debtors.

Chapter 11

Case No. 24-11575 (\_\_\_\_)

(Joint Administration Requested)

**APPLICATION OF DEBTORS AND DEBTORS IN POSSESSION FOR  
ENTRY OF AN ORDER (I) APPROVING THE RETENTION AND  
APPOINTMENT OF EPIQ CORPORATE RESTRUCTURING, LLC AS THE  
CLAIMS AND NOTICING AGENT TO THE DEBTORS, EFFECTIVE  
AS OF THE PETITION DATE AND (II) GRANTING RELATED RELIEF**

The above-captioned debtors and debtors in possession (the "Debtors") hereby apply (the "Application"), pursuant to section 156(c) of title 28 of the United States Code (the "Judicial Code"), Rule 2002-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules") and the Court's *Protocol for the Employment of Claims and Noticing Agents under 28 U.S.C. § 156(c)*, instituted by the Clerk on February 1, 2012 (the "Claims Agent Protocol"), for entry of an order, substantially in the form attached hereto as Exhibit A (the "Proposed Order"), appointing Epiq Corporate Restructuring, LLC ("Epiq") as claims and noticing agent (the "Claims and Noticing Agent") in the Debtors' chapter 11 cases effective as of the Petition Date (as defined below). In support of the Application, the Debtors submit the *Declaration of Brian Hunt in Support of Debtors' Application for Entry of Order (I) Approving the Retention and Appointment of Epiq*

<sup>1</sup> The Debtors are the following eleven entities (the last four digits of their respective taxpayer identification numbers, if any, follow in parentheses): Meier's Wine Cellars Acquisition, LLC (5557); California Cider Co., Inc. (0443); Girard Winery LLC (5076); Grove Acquisition, LLC (9465); Meier's Wine Cellars, Inc. (2300); Mildara Blass Inc. (1491); Sabotage Wine Company, LLC (8393); Thames America Trading Company Ltd. (0696); Vinesse, LLC (3139); Vintage Wine Estates, Inc. (CA) (2279); and Vintage Wine Estates, Inc. (NV) (5902). The Debtors' noticing address in these chapter 11 cases is 205 Concourse Boulevard, Santa Rosa, California 95403.

*Corporate Restructuring, LLC as Claims and Noticing Agent to the Debtors, Effective as of the Petition Date and (II) Granting Related Relief* (the "Hunt Declaration"), attached hereto as Exhibit B and incorporated herein by reference. In further support of the Application, the Debtors respectfully represent:

### **Jurisdiction and Venue**

1. This Court has jurisdiction to consider this Motion under 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012. This is a core proceeding under 28 U.S.C. § 157(b). Pursuant to Rule 9013-1(f) of the Local Rules, the Debtors consent to the entry of a final judgment or order with respect to this Application if it is determined that the Court would lack Article III jurisdiction to enter such final order or judgment absent consent of the parties. Venue of these cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

2. The statutory predicates for the relief requested herein are Bankruptcy Code sections 105(a) and 156(c) of title 11 of the United States Code (the "Bankruptcy Code"), Local Rule 2002-1(f) and the Claims Agent Protocol.

### **Background**

3. On the Petition Date,<sup>2</sup> each of the Debtors commenced a case under chapter 11 of the Bankruptcy Code (collectively, the "Chapter 11 Cases"). The Debtors are authorized to continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

4. The Debtors comprise a leading vintner in the United States, producing, bottling and selling wines and hard ciders through wholesale, direct-to-consumer and business-to-business

---

<sup>2</sup> Capitalized terms otherwise undefined herein shall have the meanings ascribed to them in the First Day Declaration (as defined below).

sales. The Debtors' current portfolio consists of more than 30 brands, including luxury and lifestyle wines, and the Debtors own and lease approximately 1,850 acres in premium wine-growing regions of the United States, operating 11 wineries that support nine tasting rooms. The Debtors employ more than 400 employees in 15 states.

5. Concurrently with the filing of this Motion, the Debtors have also filed the Bidding Procedures Motion, by which they plan to sell substantially all of their assets to one or multiple bidders through a multi-stage sale process.

6. Also concurrently with the filing of this Motion, the Debtors have filed the DIP Financing Motion, seeking approval of post-petition financing, the proceeds of which the Debtors will utilize to continue to operate as debtors in possession.

7. A comprehensive description of the Debtors' businesses and operations, capital structure, and the events leading to the commencement of the Chapter 11 Cases can be found in the *Declaration of Seth Kaufman, the President and Chief Executive Officer of Debtor Vintage Wine Estates, Inc., in Support of First Day Motions of Debtors and Debtors in Possession* (the "First Day Declaration"), which was filed contemporaneously herewith and which is incorporated by reference.

### **Relief Requested**

8. The Debtors seek entry of the Proposed Order appointing Epiq to act as the claims and noticing agent in the Debtors' Chapter 11 Cases (the "Claims and Noticing Agent") to assume full responsibility for the distribution of notices and the maintenance, processing and docketing of proofs of claim filed in the Debtors' Chapter 11 Cases effective as of the Petition Date. The terms of Epiq's proposed retention are set forth in that certain *Standard Services Agreement* between Epiq and the Debtors, dated as of July 9, 2024 (the "Engagement").

Agreement)",<sup>3</sup> a copy of which is attached hereto as Exhibit C. Notwithstanding the terms of the Engagement Agreement, the Debtors are seeking to retain Epiq solely on the terms set forth in this Application and the Proposed Order.

9. Although the Debtors have not yet filed their schedules of assets and liabilities, they anticipate that there will be approximately 1,000 entities to be noticed. Local Rule 2002-1(f) provides that "[i]n all cases with more than 200 creditors or parties in interest listed on the creditor matrix, unless the Court orders otherwise, the debtor shall file [a] motion [to retain a claims and noticing agent] on the first day of the case or within seven (7) days thereafter." In view of the number of anticipated claimants and the complexity of the Debtors' businesses, the Debtors submit that the appointment of a claims and noticing agent is required by Local Rule 2002-1(f) and is otherwise in the best interests of both the Debtors' estates and their creditors.

10. If the administration of these Chapter 11 Cases requires Epiq to perform duties outside the scope of 28 U.S.C. § 156(c), the Debtors will, by separate application, seek authorization to retain and employ Epiq as administrative advisor in these Chapter 11 Cases, pursuant to section 327(a) of the Bankruptcy Code.

#### **Epiq's Qualification and Need for Epiq's Services**

11. Epiq is one of the country's leading chapter 11 administrators, with significant expertise in noticing, claims administration, soliciting, balloting and facilitating other administrative aspects of chapter 11 cases. Epiq has acted as the claims and noticing agent in

---

<sup>3</sup> Epiq has agreed to provide claims and noticing services to the Debtors at the rates stated on the pricing schedule attached to the Engagement Agreement. Epiq may provide such services at the same rates to counsel for any official committee appointed in these Chapter 11 Cases, and any other party in interest upon request.

numerous recent cases of varying size and complexity, including a number of recent cases filed in this District.<sup>4</sup>

12. The appointment of Epiq as the Claims and Noticing Agent in these Chapter 11 Cases will expedite the distribution of notices and the processing of claims, facilitate other administrative aspects of these Chapter 11 Cases and relieve the Office of the Clerk of the Bankruptcy Court (the "Clerk") of the administrative burden of processing what may be an overwhelming number of claims. The Debtors believe that the appointment of Epiq as the Claims and Noticing Agent will thus serve to maximize the value of the Debtors' estates for all stakeholders.

#### **Scope of Services Provided**

13. This Application pertains only to the work to be performed by Epiq under the Clerk's delegation of duties permitted by 28 U.S.C. § 156(c) and Local Rule 2002-1(f). Any services to be performed by Epiq that are set forth in the Engagement Letter but outside of the scope of 28 U.S.C. § 156(c) are not covered by this Application or by any order granting approval hereof. Specifically, Epiq will perform the following tasks in its role as the Claims and

---

<sup>4</sup> See, e.g., In re Yellow Corporation, Case No. 23-11069 (CTG) (Bankr. D. Del. Aug. 9, 2023); In re Nova Wildcat Shur-Line Holdings, Inc. (a/k/a H2 Brands Group Home & Hardware), Case No. 23-10114 (CTG) (Bankr. D. Del. Jan. 29, 2023); In re AIG Financial Products Corp., Case No. 22-11309 (MFW) (Bankr. D. Del. Dec. 14, 2022); In re Medly Health Inc., Case No. 22-11257 (KBO) (Bankr. D. Del. Dec. 9, 2022); In re Winc, Inc., Case No. 22-11238 (LSS) (Bankr. D. Del. Nov. 30, 2022); In re FTX Trading Official Committee of Unsecured Creditors, Case No. 22- 11068 (JTD) (Bankr. D. Del. Nov. 11, 2022); In re Prehired, LLC, Case No. 22-11007 (JTD) (Bankr. D. Del. Sep. 27, 2022); In re Pack Liquidating, LLC (f/k/a Packable Holdings, LLC), Case No. 22-10797 (CTG) (Bankr. D. Del. Aug. 28, 2022); In re ExpressJet Airlines LLC, Case No. 22-10787 (MFW) (Bankr. D. Del. Aug. 23, 2022); In re FSPH, Inc., Case No. 22-10575 (CTG) (Bankr. D. Del. Jun. 29, 2022); In re Armstrong Flooring, Inc., 22-10426 (MFW) (Bankr. D. Del. May 8, 2022); In re Gulf Coast Health Care, LLC, Case No. 21-11336 (KBO) (Bankr. D. Del. Oct 14, 2021); In re Alamo Drafthouse Cinemas Holdings, LLC, Case No. 21-10474; In re RTI Holding Company, LLC, Case No. 20- Case 20-12456 (JTD) (Bankr. D. Del. Oct 7, 2020); In re Town Sports International LLC, Case No. 20-12168, (CSS) (Bankr. D. Del. Sept. 16, 2020); In re RGNGroup Holdings, LLC, Case No. 20-11961 (BLS) (Bankr. D. Del. Aug. 19, 2020).

Noticing Agent, as well as all quality control relating thereto (collectively, the "Claims and Noticing Services"), to the extent requested by the Debtors:

- (a) Prepare and serve required notices and documents in these Chapter 11 Cases in accordance with the Bankruptcy Code, the Bankruptcy Rules and the Local Rules in the form and manner directed by the Debtors and/or the Court, including, if applicable, (i) notice of the commencement of these Chapter 11 Cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code (as applicable), (ii) notice of any claims bar date (as applicable), (iii) notices of transfers of claims, (iv) notices of objections to claims and objections to transfers of claims, (v) notices of any hearings on a disclosure statement and confirmation of a plan or plans of reorganization, including under Bankruptcy Rule 3017(d), (vi) notice of the effective date of any plan or plans and (vii) all other notices, orders, pleadings, publications and other documents as the Debtors or the Court may deem necessary or appropriate for an orderly administration of these Chapter 11 Cases;
- (b) If applicable, maintain an official copy of the Debtors' schedules of assets and liabilities and statement of financial affairs (collectively, the "Schedules"), listing the Debtors' known creditors and the amounts owed thereto;
- (c) Maintain (i) a list of all potential creditors, equity holders and other parties in interest and (ii) a "core" mailing list consisting of all parties described in Bankruptcy Rules 2002(i), (j) and (k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010; update said lists and make said lists available upon request by a party in interest or the Clerk;
- (d) Furnish a notice to all potential creditors of the last date for the filing of proofs of claim and a form for the filing of a proof of claim;
- (e) Maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;
- (f) For *all* notices, motions, orders or other pleadings or documents served, prepare and file or caused to be filed with the Clerk an affidavit or certificate of service within seven (7) business days of service which includes (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served, (ii) a list of persons to whom it was mailed (in alphabetical order) with their addresses, (iii) the manner of service and (iv) the date served;

- (g) Process all proofs of claim received, including those received by the Clerk, check said processing for accuracy and maintain the original proofs of claim in a secure area;
- (h) Maintain an electronic platform for purposes of filing proofs of claim;
- (i) Maintain the official claims register for the Debtors (the "Claims Register") on behalf of the Clerk; upon the Clerk's request, provide the Clerk with a certified, duplicate unofficial Claims Register; and specify in the Claims Register the following information for each claim docketed: (i) the claim number assigned, (ii) the date received, (iii) the name and address of the claimant and agent, if applicable, who filed the claim, (iv) the amount asserted, (v) the asserted classification(s) of the claim (e.g., secured, unsecured, priority, etc.) and (vi) any disposition of the claim;
- (j) Provide public access to the Claims Register, including complete proofs of claim with attachments, if any, without charge;
- (k) Implement necessary security measures to ensure the completeness and integrity of the Claims Register and the safekeeping of the original proofs of claim;
- (l) Record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);
- (m) Relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to Epiq's offices, not less than weekly;
- (n) Upon completion of the docketing process for all claims received to date for each case, turn over to the Clerk copies of the Claims Register for the Clerk's review (upon the Clerk's request);
- (o) Monitor the Court's docket for all notices of appearance, address changes and claims-related pleadings and orders filed and make necessary notations on and/or changes to the Claims Register and any service or mailing lists, including to identify and eliminate duplicate names and addresses from such lists;
- (p) Identify and correct any incomplete or incorrect addresses in any mailing or service lists;
- (q) Assist in the dissemination of information to the public and respond to requests for administrative information regarding these Chapter 11 Cases as directed by the Debtors or the Court, including through the use of a case website and/or call center;

- (r) Monitor the Court's docket in these Chapter 11 Cases and, when filings are made in error or containing errors, alert the filing party of such error and work with them to correct any such error;
- (s) If these Chapter 11 Cases are converted to chapter 7 of the Bankruptcy Code, contact the Clerk's office within three (3) days of the notice to Epiq of entry of the order converting the case;
- (t) Thirty (30) days prior to the close of these Chapter 11 Cases, to the extent practicable, request that the Debtors submit to the Court a proposed order dismissing Epiq as Claims and Noticing Agent and terminating its services in such capacity upon completion of its duties and responsibilities and upon the closing of these Chapter 11 Cases;
- (u) Within seven (7) days of notice to Epiq of entry of an order closing these Chapter 11 Cases, provide to the Court the final version of the Claims Register as of the date immediately before the close of the Chapter 11 Cases; and
- (v) Within fourteen (14) days of entry of an order dismissing a case or within twenty-eight (28) days of entry of a final decree, Epiq shall (a) forward to the Clerk an electronic version of all imaged claims, (b) upload the creditor mailing list into CM/ECF and (c) docket a Final Claims Register.
- (w) Within the earlier to occur of (a) fourteen (14) days of entry of an order converting the Chapter 11 Cases and (b) entry of a termination order, Epiq shall (i) forward to the Clerk an electronic version of all imaged claims; (ii) upload the creditor mailing list into CM/ECF and (iii) docket a Final Claims Register.

14. The Claims Registers shall be open to the public for examination without charge during regular business hours and on a case-specific website maintained by Epiq.

#### **Professional Compensation**

15. The Debtors are proposing to compensate Epiq for the Claims and Noticing Services set forth above in accordance with the pricing schedule attached to the Engagement Agreement. The Debtors respectfully request that the undisputed fees and expenses incurred by Epiq in the performance of the Claims and Noticing Services be treated as administrative expenses of the Debtors' chapter 11 estates pursuant to 28 U.S.C. § 156(c) and



section 503(b)(1)(A) of the Bankruptcy Code and be paid in the ordinary course of business without further application to or order of the Court.

16. Epiq agrees to maintain records of all Claims and Noticing Services, including dates, categories of Claims and Noticing Services, fees charged and expenses incurred, and to serve monthly invoices on the Debtors, the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"), counsel for the Debtors, any standing trustee appointed to these Chapter 11 Cases and any party in interest that specifically requests service of the monthly invoices. If any dispute arises relating to the Engagement Agreement or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute. If resolution is not achieved, the parties may seek resolution of the matter from the Court.

17. The Debtors have provided Epiq a retainer in the amount of \$25,000. Epiq seeks to hold the retainer as security of payment of Epiq's final invoice for services rendered and expenses incurred in performing the Claims and Noticing Services.

18. Additionally, under the terms of the Engagement Agreement, the Debtors have agreed to indemnify, defend and hold harmless Epiq and its members, directors, officers, employees, representatives, affiliates, consultants, subcontractors and agents under certain circumstances specified in the Engagement Agreement, except in circumstances resulting solely from Epiq's gross negligence or willful misconduct or as otherwise provided in the Engagement Agreement or Proposed Order. The Debtors believe that such an indemnification obligation is customary, reasonable and necessary to retain the services of a Claims and Noticing Agent in these Chapter 11 Cases.

#### **Epiq's Disinterestedness**

19. Although the Debtors do not propose to employ Epiq under section 327 of the Bankruptcy Code pursuant to this Application (such retention will be sought by separate

application, if necessary), Epiq has nonetheless reviewed its electronic database to determine whether it has any relationships with the creditors and parties in interest provided by the Debtors, and, to the best of the Debtors' knowledge, information and belief, and except as disclosed in the Hunt Declaration, Epiq has represented that it neither holds nor represents any interest materially adverse to the Debtors' estate in connection with any matter on which it would be employed.

15. Moreover, in connection with its retention as Claims and Noticing Agent, Epiq represents in the Hunt Declaration, among other things, that:

- (a) Epiq is not a creditor of the Debtors;
- (b) Epiq will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in these Chapter 11 Cases;
- (c) By accepting employment in these Chapter 11 Cases, Epiq waives any rights to receive compensation from the United States government in connection with these Chapter 11 Cases;
- (d) In its capacity as the Claims and Noticing Agent in these Chapter 11 Cases, Epiq will not be an agent of the United States and will not act on behalf of the United States;
- (e) Epiq will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in these Chapter 11 Cases;
- (f) Epiq is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged;
- (g) In its capacity as Claims and Noticing Agent in these Chapter 11 Cases, Epiq will not intentionally misrepresent any fact to any person;
- (h) Epiq shall be under the supervision and control of the Clerk's office with respect to the receipt and recordation of claims and claim transfers;
- (i) Epiq will comply with all requests of the Clerk's office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- (j) None of the services provided by Epiq as Claims and Noticing Agent in these Chapter 11 Cases shall be at the expense of the Clerk's office.

16. In view of the foregoing, the Debtors believe that Epiq is a "disinterested person" within the meaning of Bankruptcy Code section 101(14).

17. Epiq will supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure.

**Compliance With Claims and Noticing Agent Protocol**

18. This Application complies with the Claims Agent Protocol and substantially conforms to the standard Application in use in this Court. In accordance with the Claims Agent Protocol, prior to the selection of Epiq as the Claims and Noticing Agent, the Debtors reviewed and compared engagement proposals from three court-approved Claims and Noticing Agents, including Epiq, to ensure selection through a competitive process. The Debtors submit, based on all engagement proposals obtained and reviewed, that Epiq's rates, as set forth in the Engagement Letter, are competitive and reasonable given its quality of services and expertise.

19. Based on the foregoing, the Debtors submit that they have satisfied the requirements of 28 U.S.C. § 156(c), the Local Rules and the Claims Agent Protocol. Accordingly, the Debtors respectfully request entry of the Proposed Order pursuant to 28 U.S.C. § 156(c), Local Rule 2002-1(f) and the Claims Agent Protocol authorizing the Debtors to retain and employ Epiq as Claims and Noticing Agent, effective as of the Petition Date.

**Basis for Relief Requested**

20. This Application is made pursuant to Judicial Code section 156(c), Bankruptcy Code section 105(a), Bankruptcy Rule 2002(f), Local Rule 2002-1(f) and the Claims Agent Protocol for an Order appointing Epiq as the Claims and Noticing Agent in order to assume full responsibility for the distribution of notices and the maintenance, processing and docketing of proofs of claim filed in these Chapter 11 Cases.

21. Judicial Code section 156, in relevant part, provides:

Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States. The utilization of such facilities or services shall be subject to such conditions and limitations as the pertinent circuit council may prescribe.

28 U.S.C. § 156(c).

22. Bankruptcy Code section 105, in relevant part, provides:

The court may issue any order, process or judgment that is necessary or appropriate to carry out the provisions of this title. No provision of this title providing for the raising of an issue by a party in interest shall be construed to preclude the court from, sua sponte, taking any action or making any determination necessary or appropriate to enforce or implement court orders or rules, or to prevent an abuse of process.

23. Local Rule 2002-1(f) provides:

Upon motion of the debtor or trustee, at any time without notice or hearing, the Court may authorize the retention of a notice and/or claims clerk under 28 U.S.C. § 156(c). In all cases with more than 200 creditors or parties in interest listed on the creditor matrix, unless the Court orders otherwise, the debtor shall file such motion on the first day of the case or within seven (7) days thereafter. The notice and/or claims clerk shall comply with the Protocol for the Employment of Claims and Noticing Agents under 28 U.S.C. § 156(c) (which can be found on the Court's website) and shall perform the Claims and Noticing Services.

24. In accordance with the Claims Agent Protocol, prior to the selection of Epiq, the Debtors reviewed and compared engagement proposals from two other court-approved claims and noticing agents to ensure selection through a competitive process. The Debtors submit, based on the engagement proposals obtained and reviewed, that Epiq's rates are competitive and reasonable given its quality of services and expertise. The terms of Epiq's retention are set forth in the Engagement Agreement; provided, however, that by this Application the Debtors are

seeking approval solely of the terms and provisions as set forth in this Application and the Proposed Order attached hereto as Exhibit A.

25. In view of the number of anticipated claimants and the complexity of the Debtors' businesses, the Debtors submit that the appointment of Epiq as the Claims and Noticing Agent is both necessary and in the best interests of the Debtors' estates, creditors and other parties in interest because the Debtors will be relieved of the burdens associated with the Claims and Noticing Services. Accordingly, the Debtors will be able to devote their full attention and resources to the restructuring efforts described above.

**Relief as of Petition Date is Appropriate**

26. In accordance with the Debtors' request, Epiq has agreed to serve as Claims and Noticing Agent on and after the Petition Date with assurances that the Debtors would seek approval of its employment and retention, effective as of the Petition Date, so that Epiq can be compensated for services rendered before approval of this Application. The Debtors believe that no party in interest will be prejudiced by the granting of relief as of the Petition Date as proposed in this Application, because Epiq has provided and continues to provide valuable services to the Debtors' estates during the interim period.

27. Accordingly, the Debtors respectfully request entry of the Proposed Order authorizing the Debtors to retain and employ Epiq as Claims and Noticing Agent effective as of the Petition Date.

**Waiver of Bankruptcy Rule 6004(a) and 6004(h)**

28. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the 14-day stay of an order authorizing the use, sale or lease of property under Bankruptcy Rule 6004(h).

**Notice**

29. Notice of this Motion will be provided to: (a) the Office of the United States Trustee for the District of Delaware; (b) the holders of the thirty (30) largest unsecured claims on a consolidated basis against the Debtors; (c) counsel to the DIP Agent and DIP Lender; (d) the Internal Revenue Service; (e) the SEC; (f) the Office of the United States Attorney for the District of Delaware; and (f) all parties entitled to notice pursuant to Local Rule 9013-1(m). In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is necessary.

**No Prior Request**

30. No previous request for the relief sought herein has been made to this Court or any other court.

WHEREFORE, the Debtors respectfully request that the Court enter the proposed order substantially in the form attached hereto as Exhibit A granting the relief requested in the Application and such other and further relief as may be just and proper.

Dated: July 24, 2024

/s/ Kristina Johnston

Kristina Johnston

Chief Financial Officer

Vintage Wine Estates (NV), et al.

**EXHIBIT A**

**Proposed Order**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

In re:

Meier's Wine Cellars Acquisition, LLC,  
et al.,<sup>1</sup>

Debtors.

Chapter 11

Case No. 24-11575 (\_\_\_\_)

(Jointly Administered)

**Re: Docket No.**

**ORDER (I) APPROVING THE RETENTION OF EPIQ CORPORATE  
RESTRUCTURING, LLC AS THE CLAIMS AND NOTICING AGENT  
TO THE DEBTORS, EFFECTIVE AS OF THE  
PETITION DATE AND (II) GRANTING RELATED RELIEF**

Upon the application (the "Application")<sup>2</sup> of the above-captioned debtors and debtors in possession (the "Debtors") for entry of an order (this "Order") approving the retention and appointment of Epiq Corporate Restructuring, LLC ("Epiq") as the Claims and Noticing Agent for the Debtors in the Chapter 11 Cases, effective as of the Petition Date, under 28 U.S.C §156(c), section 105(a) of the Bankruptcy Code, Bankruptcy Rule 2002(f), Local Rule 2002-1(f) and the Court's Claims Agent Protocol, to, among other things, (a) distribute required notices to parties in interest, (b) receive, maintain, docket and otherwise administer the proofs of claim filed in the Debtors' cases, (c) provide such other administrative services as required by the Debtors that would fall within the purview of services to be provided by the Clerk's office, all as

---

<sup>1</sup> The Debtors are the following eleven entities (the last four digits of their respective taxpayer identification numbers, if any, follow in parentheses): Meier's Wine Cellars Acquisition, LLC (5557); California Cider Co., Inc. (0443); Girard Winery LLC (5076); Grove Acquisition, LLC (9465); Meier's Wine Cellars, Inc. (2300); Mildara Blass Inc. (1491); Sabotage Wine Company, LLC (8393); Thames America Trading Company Ltd. (0696); Vinesse, LLC (3139); Vintage Wine Estates, Inc. (CA) (2279); and Vintage Wine Estates, Inc. (NV) (5902). The Debtors' noticing address in these chapter 11 cases is 205 Concourse Boulevard, Santa Rosa, California 95403.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Application.



more fully set forth in the Application and (d) granting related relief, all as more fully set forth in the Application; and upon the First Day Declaration; and upon the Hunt Declaration; and the Court being authorized under 28 U.S.C. § 156(c) to utilize, at the Debtors' expense, outside agents and facilities to provide notices to parties in title 11 cases and to receive, docket, maintain, photocopy and transmit proofs of claim; and this Court being satisfied that Epiq has the capability and experience to provide such services and that Epiq does not hold an interest adverse to the Debtors or the estates respecting the matters upon which it is to be engaged; and this Court having jurisdiction over this matter pursuant to Judicial Code sections 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. §157(b)(2), and that the Debtors consent to the entry of a final order under Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to Judicial Code sections 1408 and 1409; and this Court having found that the relief requested in the Application is in the best interests of the Debtors' estates, creditors and other parties in interest; and this Court having found that the Debtors' notice of the Application and opportunity for a hearing on the Application were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT:**

1. The Application is granted as set forth herein.
2. Notwithstanding the terms of the Engagement Agreement attached as Exhibit C to the Application, the Application is approved solely as set forth in this Order and solely with respect to the "Claims Management" and "Noticing" services set forth in the Services Schedule attached to the Engagement Agreement.
3. The Debtors are authorized to retain and employ Epiq as Claims and Noticing Agent, effective as of the Petition Date, under the terms of the Engagement Agreement, and Epiq is authorized and directed to perform noticing services and to receive, maintain, record and otherwise administer the proofs of claim filed in the Chapter 11 Cases, and all related tasks, all as described in the Application (the "Claims and Noticing Services").
4. Epiq shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in the Chapter 11 Cases and is authorized and directed to maintain the Claims Registers for each of the Debtors, to provide public access to every proof of claim unless otherwise ordered by the Court and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.
5. Epiq is authorized and directed to provide an electronic interface for filing proofs of claim and to obtain a post office box or address for the receipt of proofs of claim.
6. Epiq is authorized to take such other actions as required to comply with the specific duties set forth in paragraph 13 of the Application which have been authorized pursuant to this Order.
7. Epiq shall comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

8. Without further order of this Court, the Debtors are authorized to compensate Epiq for the Claims and Noticing Services in accordance with the terms of the Engagement Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by Epiq and the rates charged for each, and to reimburse Epiq for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for Epiq to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

9. Epiq shall maintain records of all services showing dates, categories of services, fees charged and expenses incurred, and shall serve monthly invoices via electronic mail on the Debtors, counsel for the U.S. Trustee, counsel for the Debtors, counsel for any statutory committee and any party in interest that specifically requests service of the monthly invoices.

10. The parties shall meet and confer in an attempt to resolve any dispute which may arise relating to the Engagement Agreement or monthly invoices; provided that the parties may seek resolution of the matter from the Court if resolution is not achieved.

11. Pursuant to Bankruptcy Code section 503(b)(1)(A), the fees and expenses of Epiq under this Order shall be an administrative expense of the Debtors' estates.

12. The Debtors are authorized to pay Epiq a \$25,000 retainer under the Engagement Agreement. Epiq will hold the retainer during the Chapter 11 Cases as security for the payment of Epiq's final invoice for services rendered and expenses incurred under the Engagement Agreement.

13. The Debtors shall indemnify Epiq and each other Indemnified Person, as that term is defined in the Engagement Agreement (collectively, the "Indemnified Persons") under the terms of the Engagement Agreement, subject to the following modifications:

- a. The Indemnified Persons shall not be entitled to indemnification, contribution or reimbursement pursuant to the Engagement Agreement for services other than the Claims and Noticing Services provided under the Engagement Agreement, unless such services and the indemnification, contribution or reimbursement therefor are approved by the Court;
- b. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtors shall have no obligation to indemnify Indemnified Persons, or provide contribution or reimbursement to Indemnified Persons, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from Indemnified Person's gross negligence, willful misconduct or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of Indemnified Person's contractual obligations if the Court determines that indemnification, contribution or reimbursement would not be permissible pursuant to applicable law or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which Claims and Noticing Agent should not receive indemnity, contribution or reimbursement under the terms of the Engagement Agreement as modified by this Order;
- c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these Chapter 11 Cases (that order having become a final order no longer subject to appeal) or (ii) the entry of an order closing this chapter 11 case, an Indemnified Person believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Engagement Agreement (as modified by this Order), including without limitation the advancement of defense costs, the Indemnified Person or Epiq must file an application therefor in this Court, and the Debtors may not pay any such amounts to such Indemnified Person before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Indemnified Person for indemnification, contribution or reimbursement and not a provision limiting the duration of the Debtors' obligation to indemnify the Indemnified Persons. All parties in interest shall retain the right to object to any demand by any Indemnified Person for indemnification, contribution or reimbursement.

14. Notwithstanding anything to the contrary, Section 8 of the Engagement Agreement regarding limitation of liability shall be given no effect during the Chapter 11 Cases.

15. In the event Epiq is unable to provide the Claims and Noticing Services, Epiq shall immediately notify the Clerk and the Debtors' counsel and cause all original proofs of claim

and computer information to be turned over to another claims and noticing agent with the advice and consent of the Clerk and the Debtors' counsel,

16. The Debtors may submit a separate retention application, pursuant to section 327 of the Bankruptcy Code and/or any applicable law, for services that are to be performed by Epiq but are not specifically authorized by this Order.

17. Epiq shall not cease providing Claims and Noticing Services during the Chapter 11 Cases for any reason, including nonpayment, without an order of the Court.

18. In the event of any inconsistency between the Engagement Agreement, the Section 156(c) Application and this Order, this Order shall govern.

19. The Debtors and Epiq are authorized to take all action necessary to effectuate the relief granted in this Order.

20. After entry of an order terminating Epiq's services as the Claims and Noticing Agent, upon the closing of the Chapter 11 Cases, or for any other reason, Epiq shall be responsible for (a) forwarding to the Clerk an electronic version of all imaged claims, (b) uploading the creditor mailing lists into CM/ECF and (c) docketing a final Claims Register.

21. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

22. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

23. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Final Order.

**EXHIBIT B**

**Hunt Declaration**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

In re:

Meier's Wine Cellars Acquisition, LLC,  
et al.,<sup>1</sup>

Debtors.

Chapter 11

Case No. 24-11575 (\_\_\_\_)

(Joint Administration Requested)

**DECLARATION OF BRIAN HUNT IN SUPPORT OF DEBTORS' APPLICATION FOR  
ENTRY OF AN ORDER (I) APPROVING THE RETENTION AND APPOINTMENT OF  
EPIQ CORPORATE RESTRUCTURING, LLC AS THE CLAIMS AND NOTICING  
AGENT TO THE DEBTORS, EFFECTIVE AS OF THE PETITION DATE AND  
(II) GRANTING RELATED RELIEF**

I, Brian Hunt, being duly sworn, state the following under penalty of perjury and that the following is true to the best of my knowledge, information and belief:

1. I am a Consulting Director with Epiq Corporate Restructuring, LLC ("Epiq"), with offices located at 777 3rd Ave., 12th Floor, New York, NY 10017. I am authorized to submit this declaration (this "Declaration") in support of the *Application of the Debtors and Debtors in Possession for Entry of an Order (I) Approving the Retention and Appointment of Epiq Corporate Restructuring, LLC as Claims and Noticing Agent to the Debtors, Effective as of the Petition Date and (II) Granting Related Relief* (the "Application").<sup>2</sup> Except as otherwise noted, I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

---

<sup>1</sup> The Debtors are the following eleven entities (the last four digits of their respective taxpayer identification numbers, if any, follow in parentheses): Meier's Wine Cellars Acquisition, LLC (5557); California Cider Co., Inc. (0443); Girard Winery LLC (5076); Grove Acquisition, LLC (9465); Meier's Wine Cellars, Inc. (2300); Mildara Blass Inc. (1491); Sabotage Wine Company, LLC (8393); Thames America Trading Company Ltd. (0696); Vinesse, LLC (3139); Vintage Wine Estates, Inc. (CA) (2279); and Vintage Wine Estates, Inc. (NV) (5902). The Debtors' noticing address in these chapter 11 cases is 205 Concourse Boulevard, Santa Rosa, California 95403.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Application.

2. Epiq is one of the country's leading chapter 11 administrators, with significant expertise in noticing, claims administration, soliciting, balloting and facilitating other administrative aspects of chapter 11 cases. Epiq has acted as the claims and noticing agent in numerous recent cases of varying size and complexity, including the following recent cases filed in this District: See, e.g., In re Yellow Corporation, Case No. 23-11069 (CTG) (Bankr. D. Del. Aug. 9, 2023); In re Nova Wildcat Shur-Line Holdings, Inc. (a/k/a H2 Brands Group Home & Hardware), Case No. 23-10114 (CTG) (Bankr. D. Del. Jan. 29, 2023); In re AIG Financial Products Corp., Case No. 22-11309 (MFW) (Bankr. D. Del. Dec. 14, 2022); In re Medly Health Inc., Case No. 22-11257 (KBO) (Bankr. D. Del. Dec. 9, 2022); In re Winc, Inc., Case No. 22-11238 (LSS) (Bankr. D. Del. Nov. 30, 2022); In re FTX Trading Official Committee of Unsecured Creditors, Case No. 22-11068 (JTD) (Bankr. D. Del. Nov. 11, 2022); In re Prehired, LLC, Case No. 22-11007 (JTD) (Bankr. D. Del. Sep. 27, 2022); In re Pack Liquidating, LLC (f/k/a Packable Holdings, LLC), Case No. 22-10797 (CTG) (Bankr. D. Del. Aug. 28, 2022); In re ExpressJet Airlines LLC, Case No. 22-10787 (MFW) (Bankr. D. Del. Aug. 23, 2022); In re FSPH, Inc., Case No. 22-10575 (CTG) (Bankr. D. Del. Jun. 29, 2022); In re Armstrong Flooring, Inc., 22-10426 (MFW) (Bankr. D. Del. May 8, 2022); In re Gulf Coast Health Care, LLC, Case No. 21-11336 (KBO) (Bankr. D. Del. Oct 14, 2021); In re Alamo Drafthouse Cinemas Holdings, LLC, Case No. 21-10474; In re RTI Holding Company, LLC, Case No. 20- Case 20-12456 (JTD) (Bankr. D. Del. Oct 7, 2020); In re Town Sports International LLC, Case No. 20-12168, (CSS) (Bankr. D. Del. Sept. 16, 2020); In re RGNGroup Holdings, LLC, Case No. 20-11961 (BLS) (Bankr. D. Del. Aug. 19, 2020).

3. As agent and custodian of Court records pursuant to 28 U.S.C. § 156(c), Epiq will perform, at the request of the Office of the Clerk of the Bankruptcy Court (the "Clerk"), the



services specified in the Application and the Engagement Agreement. In addition, at the Debtors' request, Epiq will perform such other claims and noticing services specified in the Application (the "Claims and Noticing Services").

4. Subject to Court approval, the Debtors have agreed to compensate Epiq for professional services rendered pursuant to 28 U.S.C. §156(c) in connection with these Chapter 11 Cases according to the terms and conditions of the Engagement Agreement. Payments are to be based upon the submission of a billing statement by Epiq to the Debtors after the end of each calendar month which includes a detailed listing of services and expenses. Epiq will receive a \$25,000 retainer from the Debtors to hold as security of payment of Epiq's final invoice for services rendered and expenses incurred in performing the Claims and Noticing Services.

5. Epiq represents, among other things, the following:

- (a) Epiq is not a creditor of the Debtors;
- (b) Epiq will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in these Chapter 11 Cases;
- (c) By accepting employment in these Chapter 11 Cases, Epiq waives any rights to receive compensation from the United States government in connection with these Chapter 11 Cases;
- (d) In its capacity as the Claims and Noticing Agent in these Chapter 11 Cases, Epiq will not be an agent of the United States and will not act on behalf of the United States;
- (e) Epiq will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in these Chapter 11 Cases;
- (f) Epiq is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged;
- (g) In its capacity as Claims and Noticing Agent in these Chapter 11 Cases, Epiq will not intentionally misrepresent any fact to any person;

- (h) Epiq shall be under the supervision and control of the Clerk's office with respect to the receipt and recordation of claims and claim transfers;
- (i) Epiq will comply with all requests of the Clerk's office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- (j) None of the services provided by Epiq as Claims and Noticing Agent in these Chapter 11 Cases shall be at the expense of the Clerk's office.

6. Although the Debtors do not propose to retain Epiq under section 327 of the Bankruptcy Code pursuant to the Application (such retention will be sought by separate application, if necessary), I caused to be submitted for review by our conflicts system the names of identified potential parties in interest (the "Potential Parties in Interest") in these Chapter 11 Cases. The list of Potential Parties in Interest was provided by the Debtors and is attached hereto as Schedule 1. Epiq is not aware of any relationship that would present a disqualifying conflict of interest. To the extent that Epiq's conflicts check has revealed that certain Potential Parties in Interest were current or former clients of Epiq within the past three years, these parties have been identified on a list annexed hereto as Schedule 2 (the "Client Match List"). However, given Epiq's neutral position as claims and noticing agent or administrative advisor for any parties listed on the Client Match List, Epiq does not view such relationships as real or potential conflicts. Further, to the best of my knowledge, any such relationship between Epiq and any parties on the Client Match List is completely unrelated to the Debtors and these Chapter 11 Cases.

7. In addition, to the best of my knowledge, none of Epiq's employees are related to bankruptcy judges in the District of Delaware, the United States Trustee for Region 3, any attorney known by Epiq to be employed in the Office of the United States Trustee serving the District of Delaware or are equity security holders of the Debtors.

8. To the best of my knowledge, and based solely upon information provided to me by the Debtors, and except as provided herein, neither Epiq, nor any of its professionals, has any materially adverse connection to the Debtors, its creditors or other relevant parties. Epiq may have relationships with certain of the Debtors' creditors as vendors or in connection with cases in which Epiq serves or has served in a neutral capacity as claims and noticing agent and/or administrative advisor for other chapter 11 debtors.

9. Epiq is a wholly owned subsidiary of Epiq Systems, Inc., which is corporate parent to certain companies that provide integrated technology products and services to the legal profession for electronic discovery, class action settlements, financial transactions, chapter 7 and 13 bankruptcy, litigation and regulatory compliance. Given the legal and operational separateness of Epiq from its affiliates and the administrative nature of the services performed by such companies, Epiq does not believe that a conflict would arise solely from any relationship or claim of an Epiq affiliate or its corporate parent.

10. Epiq Systems, Inc., is a wholly owned subsidiary of Document Technologies, LLC ("DTI"), a global legal process outsourcing company, which is an ultimate wholly owned subsidiary of DTI Topco, Inc. ("DTI Topco"). DTI Topco is a privately-held entity with majority ownership held by OMERS Administration Corporation ("OAC"), the administrator of the OMERS pension funds, and managed by OMERS Private Equity Inc. ("OPE", which together with OAC are referred to as "OMERS"), and funds managed by Harvest Partners, LP ("Harvest"), a leading private equity investment firm.

11. Neither OMERS nor Harvest are currently identified on the Potential Parties in Interest list. However, the following disclosure is made out of an abundance of caution and in an effort to comply with the Bankruptcy Code and Bankruptcy Rules.

12. Designees of OMERS and Harvest are members of the Board of Directors of DTI Topco ("Parent Board Designees"). No designees of OMERS or Harvest are members of the Board of Directors of DTI or Epiq, or any other subsidiaries of DTI. Further, Epiq has the following restrictions in place (collectively, the "Barrier"): (i) prior to the Debtors commencing these cases, Epiq did not share the names or any other information identifying the Debtors with OMERS, Harvest or the Parent Board Designees; (ii) Epiq has not and will not furnish any material nonpublic information about the Debtors to DTI, DTI Topco, OMERS, Harvest or the Parent Board Designees; (iii) no DTI, DTI Topco, OMERS or Harvest personnel, including the Parent Board Designees, work on Epiq client matters or have access to Epiq client information, client files or client personnel; (iv) no DTI, DTI Topco, OMERS or Harvest personnel, including the Parent Board Designees, work in Epiq's offices; (v) other than the Parent Board Designees, Epiq operates independently from DTI, DTI Topco, OMERS and Harvest, including that it does not share any employees, officers or other management with OMERS or Harvest, has separate offices in separate buildings and has separate IT systems; and (vi) no Epiq executive or employee is a director, officer or employee of OMERS or Harvest (or vice versa other than the Parent Board Designees).

13. Epiq has searched the names of DTI, DTI Topco, OMERS and Harvest against the Debtors and the Potential Parties in Interest list provided by the Debtors. Based solely on the foregoing search, Epiq has determined, to the best of its knowledge, that there are no connections. Because of any applicable securities laws and the fact that Epiq operates independently from DTI, DTI Topco, OMERS and Harvest, prior to the Petition Date, Epiq was unable to further investigate with either OMERS or Harvest, to the extent necessary, any

potential or actual connection between either OMERS or Harvest and the Debtors and the potential parties in interest.

14. Epiq has working relationships with certain of the professionals retained by the Debtors and other parties herein but such relationships are completely unrelated to these Chapter 11 Cases. Epiq has represented, and will continue to represent, clients in matters unrelated to these Chapter 11 Cases, and has had, and will continue to have, relationships in the ordinary course of its business with certain professionals in connection with matters unrelated to this Chapter 11 Cases.

15. Epiq has not been retained to assist any entity or person other than the Debtors on matters relating to, or in connection with, this Chapter 11 Cases. If Epiq's proposed retention is approved by this Court, Epiq will not accept any engagement or perform any service for any entity or person other than the Debtors in these Chapter 11 Cases.

16. Based on the foregoing, I believe Epiq is a "disinterested person" as that term is referenced in section 327(a) of the Bankruptcy Code and as defined in section 101(14) of the Bankruptcy Code. Moreover, to the best of my knowledge, neither Epiq nor any of its partners or employees hold or represent any interest materially adverse to the Debtors' estate with respect to any matter upon which Epiq is to be engaged.

17. Neither Epiq nor its affiliates are party to any agreements where it/they receive(s) consideration in exchange for transferring information derived from its role as a claims agent under 28 U.S.C. § 156(c) to non-client third parties.

18. I am generally familiar with the Bankruptcy Code and the Bankruptcy Rules, and Epiq will comply with them, subject to the Orders of this Court.

In accordance with 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my information, knowledge and belief.

Dated: July 24, 2024  
New York, New York

/s/ *Brian Hunt*

Brian Hunt  
Consulting Director  
Epiq Corporate Restructuring, LLC

**SCHEDULE 1**

**Potential Parties in Interest**

**Interested Parties**

**Debtor Entities**

Vintage Wine Estates, Inc. (NV)  
Vintage Wine Estates, Inc. (CA)  
Thames America Trading Company Ltd. (CA)  
California Cider Co., Inc. (CA)  
Sabotage Wine Company, LLC (CA)  
Mildara Blass Inc. (CA)  
Vinesse, LLC (CA)  
Grove Acquisition, LLC (CA)  
Girard Winery LLC (CA)  
Meier's Wine Cellars Acquisition, LLC (DE)  
Meier's Wine Cellars, Inc. (OH)

**Former Related Entities**

Kunde Enterprises, Inc.  
Kunde Family Winery  
Kunde Family Estate  
B.R. Kohn Winery

**Current Directors and Officers**

Patrick Roney  
Paul Walsh  
Rob Berner  
Mark Harms  
Candice Koederitz  
Timothy Proctor  
Lisa Schnorr  
Seth Kaufman  
Kristina Johnston  
Steven Strom  
Ryan Watson

**Current Non-Executive Officers**

Cole Boyer  
Rene Abbate  
Rodrigo de Oliveira

**Former Directors and Officers**

Jonathan Sebastiani  
Robin Akhurst  
Zach Long

**Banks**

BMO Bank N.A.  
JPMorgan Chase Bank, N.A.  
Bank of America, N.A.  
Umpqua Bank

**Secured Creditors**

BMO Bank, N.A.

AgCountry Farm Credit Services, PCA  
Rabo AgriFinance LLC  
Compeer Financial PCA  
Greenstones Farm Credit Services, ACA  
Greenstones Farm Credit Services, FLCA  
Farm Credit Mid-America, PCA  
HTLF Bank  
Farm Credit Bank of Texas  
Comerica Bank

**30 Largest Unsecured Creditors**

Alexander Valley Cellars, LLC  
Alternative Risk Underwriting, LLC  
Ardagh Glass Inc.  
Barrel Ten Quarter Circle, Inc  
Bartow Ethanol of Florida LC  
Blue Dog Wine Company  
Bodega & Vinedos Rio Dulce S.A.  
Cherokee Freight Lines  
Cherry Bekaert LLP  
Collopack Solutions, LLC - G3 Enterprises, Inc  
Dirt Farmer and Company  
Distilled Spirits Epicenter  
Embark Intermediate Holdings, LLC  
Exodus Logistix Inc. C/O Genex  
Federal Express Corp.  
Fermented Vision  
First Insurance Funding  
Fruitsmart, Inc.  
Gallo Glass Company  
Guala Closures North America Inc  
Kaiser Foundation Health Plan  
Mendocino Beverage Co.  
Mendocino County Tax Collector  
MHV, LLC  
Microstar Keg Management LLC  
Mileage Plus Holdings LLC  
Monvera Glass Decor  
Multi-Color Corporation  
Napa County Tax Collector  
North Andre Juice  
PricewaterhouseCoopers LLP  
Ramondin Capsulas  
Saxco International LLC  
SC Warehouses, LLC  
Shannon Ranches, Inc  
Shannon Stahl Vyds & Winery  
Sonoma Brands Partners II, LLC  
Sonoma County Tax Collector  
Vintners 1904, Inc.  
Withers Road Napa CA, LP



**Competitors**

Bogle Family Wine Collection  
 Bonterra Organic Estates  
 Bronco Wine Company  
 C. Mondavi & Family  
 Constellation Brands  
 Delicato Family Wines  
 Deutsch Family Wine & Spirits (Josh Cellars)  
 E. & J. Gallo Winery  
 Foley Family Wines  
 J. Lohr Vineyards & Wines  
 Jackson Family Wines  
 Korbel Champagne Cellars  
 O'Neill Vitners & Distillers  
 Precept Wine  
 Ste. Michelle Wine Estates  
 The Duckhorn Portfolio, Inc.  
 The Wine Group  
 Treasury Wine Estates  
 Trinchero Family Estates  
 WX Brands

**Vendors**

Accord Carton Co  
 Aerotek Commercial Staffing  
 Agajanian Vineyards, Inc.  
 Air Products & Chemicals  
 AJS & Associates  
 Alcohol & Tobacco Tax & Trade Bureau  
 Alexander Valley Cellars, LLC  
 Alliant Insurance Services, Inc  
 Allied Grape Growers  
 Alternative Risk Underwriting, LLC  
 Amazon Capital Services Inc  
 Amcor American Canyon LLC  
 American Fruits and Flavors LLC  
 Ameridia Innovative Solutions Inc.  
 Angeli-Davis Vineyard  
 Ardagh Glass Inc.  
 Arizona Dept of Rev  
 ATPGroup  
 Autotech Design & Mfg, Inc  
 Azureau Wines & Spirits  
 Barrel Ten Quarter Circle, Inc  
 Bartow Ethanol Of Florida-Cin  
 Bat City Digital  
 Bergin Glass Impressions, Inc  
 Bivio Transport and Logistics Co LLC  
 Blue Dog Wine Company  
 BMO Bank N.A.  
 Bodega & Vinedos Rio Dulce S.A.  
 Brendamour Warehousing Dist & Services

Bronco Wine Company  
 Brooke Shannon  
 California Dept. of Tax and Fee Administration  
 Castaneda and Sons, Inc.  
 Castellani  
 Cc Direct Group, LLC  
 Cherokee Freight Lines  
 Cherry Bekaert LLP  
 Cincinnati Water Works  
 Citibusiness Card  
 Cloudflare, Inc  
 Coastal Vineyard Care Associates  
 Coldflo Mechanical Inc  
 Collopack Solutions, LLC - G3 Enterprises, Inc  
 Commissioner of Taxation  
 Connections It, Inc  
 Consilio Inc.  
 Coresense, Inc  
 Cork Supply USA, Inc  
 Coventry Vale Winery  
 Cr3 Partners, LLC  
 Daily Services LLC  
 Deloitte Trans. and Bus. Analytics  
 Deutsch Family Wine & Spirits  
 Dirt Farmer and Company  
 Distilled Spirits Epicenter  
 Duke Energy  
 Embark Intermediate Holdings, LLC  
 Employer Solutions Staffing Group II, LLC  
 Enavate, Inc.  
 Eurostampa California, LLC  
 Exodus Logistix Inc. C/O Genex  
 Federal Express Corp.  
 Fermented Vision  
 First Insurance Funding  
 Fletcher Held, Pllc  
 Floco Process, LLC  
 Florida Registration  
 Francesco Vineyards  
 Fruitsmart, Inc.  
 G3 Enterprises Inc  
 Gallo Glass Company  
 GLC Advisors & Co, LLC  
 Global Ag Properties USA LLC  
 Golden Valley Grape Juice & Wine, LLC  
 Golden West Specialty Solutions Heritage Paper  
 LLC  
 Grain Processing Corp.  
 Grapevine Land Management, LLC  
 Greatamerica Financial Svcs  
 Guala Closures North America Inc  
 Guardian  
 H&G Equipment, Inc.

Harter Secrest & Emery LLP  
 Heritage Systems, Inc  
 IL Dept of Revenue  
 Imgod, LLC  
 Industrial Container Services, LLC.  
 Infinity Bottling  
 Internal Revenue Service (Eftps)  
 Issquared Inc  
 Jill A. Schiller, Treasurer  
 John Hancock Life Insurance Company, USA  
 Jones Day  
 Kaiser Foundation Health Plan  
 Karla-Yesenia-Mejia Consulting Group  
 Kei Advisors  
 Koch Construction Company Inc  
 Landsberg  
 Ldvfl Rutherford LLC  
 Louisiana Dept of Revenue  
 Lowenberg Associates, L.P.  
 Malli Enterprises LLC  
 Management Connections  
 Matheson Tri-Gas, Inc  
 Maverick Enterprises, Inc  
 MBF North America  
 McDonell Electric, Inc  
 MEI Renewables, Inc  
 Meier's Beverage Group  
 Mendocino Beverage Co.  
 Mendocino County Tax Collector  
 Messer LLC Los Angeles  
 Meta Platforms Inc  
 MHV, LLC  
 Microstar Keg Management LLC  
 Milat Wine Company LLC  
 Mileage Plus Holdings LLC  
 Missouri Excise/State Tax  
 Monvera Glass Decor  
 Multi-Color Corporation  
 Napa County Tax Collector  
 Nasdaq Corporate Solutions, LLC  
 Nelson  
 Newport Group, Inc. - Wire  
 North Andre Juice  
 Northwest Distribution  
 Oakland Pallet Co., Inc.  
 Odinbrook Global Advisors LLC  
 Ohio Treasurer of State  
 O-I Packaging Solutions, LLC.  
 O'Leary Productions USA, LLC.  
 O'Neill Beverages Co., LLC  
 Optum Bank/Hsa  
 Patrick Henry Creative Promo  
 Pennsylvania Business Tax Sys

PGE  
 Platte River Insurance Company  
 PLH Wine Co LLC  
 Portocork  
 Precept Wine LLC  
 Pricewaterhousecoopers LLP  
 Project Ovis  
 Ramondin Capsulas  
 Redwood Empire Vineyard Management Inc  
 Redwood Empire Wine Storage (YT Holding, LLC)  
 Results Partners, LLC  
 Riveron RTS, LLC  
 RSM US LLP  
 RTS Packaging, A Sonoco Products Company  
 Rutherford River Ranch  
 Sangiacomo Vineyards  
 Sarc Inc  
 Saxco International LLC  
 SC Warehouses, LLC  
 Schuetz Container Systems Inc  
 Scott Laboratories, Inc  
 Serres Ranch LLC  
 Sethmar Transportation  
 Shannon Ranches, Inc  
 Shannon Stahl Vyds & Winery  
 Sonoma Brands Partners II, LLC  
 Sonoma County Tax Collector  
 Sonoma West Holding Inc.  
 South Carolina Dept of Rev  
 Sovos Compliance, LLC  
 Spray Chem Chemical Co Inc.  
 State Board of Equalization  
 Stewart Cellars  
 Stornetta Made Inc  
 STS Inc.  
 Super Wine Warehouse  
 Surge Staffing LLC  
 Synergy Solutions Group, LLC  
 Takoma Properties, LLC  
 Temple Family Vineyards  
 Tennessee Dept Rev  
 Tennessee Distilling  
 Terra Captive  
 Texas State Comptroller  
 The Tower C. Snow Jr.  
 Thompson Flanagan  
 Thompsongas, LLC  
 Toyota Industries Commercial Finance Inc.  
 Tracy Mason  
 UHS Premium Billing  
 United Health Group  
 United Healthcare Insurance Co

UPS - Los Angeles - Wire  
 US Customs and Border Protection  
 Vermont Information Processing  
 Vinmotion Wines  
 Vintners 1904, Inc.  
 Vintners Accounting Services  
 Washington State  
 Webapper Services LLC  
 Wineco, LLC.  
 Winesecrets  
 Wineshipping.com LLC  
 Withers Road Napa Ca, Lp  
 Workiva Inc.  
 Ws Packaging Group, Inc.  
 WWRE 2 LLC - RKP Vineyard Management  
 Yakima County Treasurer

#### **Utilities**

Advanced Wireless  
 Alhambra  
 Allied Propane Service, Inc.  
 Alta Fiber  
 Altafiber Prev.Cincinnati Bell  
 Altafiber Formerly CBTS  
 AT&T  
 AT&T Long Distance  
 AT&T Mobility  
 Basin Disposal of Walla Walla  
 Blue Star Gas  
 Bodega Bay Public Utility Dist  
 Cascade Natural Gas  
 CenturyLink #87217814  
 Cincinnati Water Works  
 City of Dundee  
 Comcast  
 Comcast - PA  
 Compactor Management Co LLC  
 Cresta Enterprises Inc.  
 Crown Castle Fiber, LLC.  
 Culligan of Fairfield  
 Culligan of Sonoma County  
 Deep Valley Security Inc.  
 DELTA LIQUID ENERGY  
 Dialpad Inc.  
 Digital West Networks, Inc.  
 Duke Energy  
 Fisher Wireless Services, Inc.  
 John Foster Trucking  
 Kore Wireless Inc.  
 Low Voltage Security Inc.  
 McMinnville Gas, Inc  
 McPhail Fuel Company  
 Mountain Fresh Spring Water

North Coast Solar  
 Northcoast Waterworks, Inc  
 Northside Electric / JGCM Inc.  
 Pacific Power  
 PGE  
 PGE - Oregon  
 Power Pole Service Inc  
 Real Waste Solutions  
 Recology Sonoma Marin  
 Republic Services Inc. # 673  
 Rumpke of Ohio Inc.  
 Salem Fire Alarm Inc.  
 Security Specialties LLC  
 Seven Hills Properties Water Association  
 Sonic.Net, Inc.  
 South County Sanitary Svc, Inc.  
 Thompsongas, LLC  
 Town of Windsor  
 TPX Communications  
 Upper Valley Disposal, Inc.  
 Upper Valley Recycling, Inc.  
 Utility Motion  
 Valley Pest Control LLC  
 Valley Septic Service LLC  
 Verizon/TX  
 Vista Broadband Networks  
 Washington Broadband Inc.  
 Waterworks Industries, Inc.  
 WM Corporate Services Inc.  
 Yakima Waste Systems Inc.

#### **Government Authorities**

Alabama Alc Bev Control BD  
 Alabama Department of Revenue  
 Alaska Department of Revenue, Tax Division  
 Alcohol & Tobacco Tax & Trade Bureau  
 Alliant Insurance Services, Inc  
 American Express  
 Arizona Dept of Rev  
 Arkansas Dept of Finance & ADM  
 Artisan Wholesale  
 ASCAP  
 Bay Alarm Company  
 BMI Brand Services - Beverage Merchandising  
 LLC  
 California Department of Food and Agriculture  
 Grape Crush  
 California Office of Tourism  
 California Travel And Tourism Commission  
 Calistoga Chamber of Commerce  
 CalRecycle  
 CDFA Grape Crush  
 Central Collections

CNA Surety (Western Surety Co)  
 Colorado Dept of Rev.  
 Commissioner of Revenue Svc  
 Commissioner of Taxation  
 Compliance Connection Inc.  
 Concourse Warehouse, LLC-Use Vendor V02932  
 County of San Luis Obispo  
 County of Sonoma Department of Health  
 County of Sonoma- Fire Prevention/Hazmat  
 Division  
 Delaware Department of State  
 Department of ABC  
 DMV - Pull Notices  
 DMV Registration Renewal  
 DMV-Veh Reg Suspension Program  
 Fastrak Notice Processing Department  
 Florida Registration  
 Fluid Resource Management  
 Franchise Tax Board  
 Frog Environmental Inc.  
 GA Department of Revenue  
 GS1 Us, Inc.  
 Handcrafted Oklahoma LLC  
 Idaho Sales Tax  
 Illinois Dept of Revenue  
 Indiana Department of Revenue  
 Iowa ABD  
 Kansas Dept of Revenue  
 Kentucky State Treasurer  
 Louisiana Dept of Revenue  
 Lowenberg Management  
 Maine Revenue Services  
 Maryland Sales And Use Tax  
 Massachusetts Sales Tax  
 McClain Ozone Inc  
 Mendocino County Tax Assessor  
 Mendocino County Tax Collector  
 Michigan License  
 Minnesota Dept of Rev  
 Missouri Excise/State Tax  
 Montana Dept of Revenue  
 Napa County Planning, Building  
 Napa County Tax Assessor  
 Napa County Tax Collector  
 Napa Valley Petroleum Inc.  
 Nasdaq Corporate Solutions, LLC  
 Nevada Department of Taxation  
 New Hampshire Dept of Revenue Administration  
 New Jersey Division of ABC  
 New Jersey Division of Taxation  
 New Mexico  
 North Carolina Dept of Rev  
 North Dakota

Northwest Distribution  
 Office of The Ohio Attorney General  
 Ohio Department of Taxation  
 Ohio Treasurer of State  
 Oklahoma Tax Commission  
 Oregon Department of Agriculture  
 Oregon Liquor Control Commission  
 Pennsylvania Business Tax Sys  
 Permit Sonoma Accounting  
 Public Company Accounting Oversight Board  
 Rhode Island-Division of Taxation  
 Securities and Exchange Commission  
 SESAC  
 Sonoma County Tax Assessor  
 Sonoma County Tax Collector  
 Sonoma County Winegrape Commission  
 Sonoma Resource Conservation  
 Sonoma Valley Groundwater Sustainability  
 Agency  
 South Carolina Dept of Rev  
 South Dakota Dept of Rev  
 State Board of Equalization  
 State of Hawaii  
 State of Nebraska  
 State of Vermont  
 State Water Resources Control Board  
 SWRCB: Accounting Office  
 Tennessee Dept Rev  
 Texas State Comptroller  
 Umatilla County  
 Vehicle Registration Collections  
 Ventura County Tax Collector  
 Village Chimney Services, Inc.  
 Vintners Accounting Services  
 Virginia Dept of Taxation  
 Walla Walla County Auditor  
 Walla Walla County Treasurer  
 Washington State  
 Washington State Wine Commission  
 West Virginia  
 Wisconsin Dept of Revenue  
 Wyoming Liquor Division  
 Yakima County Tax Collector  
 Yakima County Treasurer  
 Yakima Health District  
 Yamhill County Tax Collector/Portland

#### **Insurers**

Aflac  
 Alliant Insurance Services, Inc  
 Alternative Risk Underwriting, LLC  
 AMTrust Financial  
 Arch Specialty Insurance Co

Axis Surplus Insurance Co.  
 Beazley plc  
 Bridgeway Ins. Co.  
 Columbia Casualty Company  
 Continental Casualty Company  
 Delta Dental of Ohio  
 Endurance Specialty Holdings Ltd.  
 Evanston Insurance Co.  
 Federal Insurance Company (Chubb)  
 First Insurance Funding  
 Golden Bear Insurance Company  
 Kaiser Permanente  
 Kinsale Insurance Company  
 Landmark American Ins Co.  
 Legal Shield  
 Lexington Insurance Company  
 Lloyds of London  
 Lockton Companies  
 Marsh & McLennan Companies, Inc  
 Navigators Specialty Insurance Company  
 Ohio Bureau of Workers Compensation  
 Optum Bank/HSA  
 Orion Indemnity Company  
 Palms Insurance Company, Limited  
 Starr Indemnity & Liability Company  
 Starr Surplus Lines Insurance Company  
 StarStone National Insurance Company  
 Terra Captive  
 The Guardian Life Insurance Company of America  
 The Lincoln National Life Insurance Company  
 Thompson Flanagan & Co LLC  
 Travelers Property Casualty Co of America  
 United Health Care  
 XL Specialty Insurance Company

#### **Surety Bonds**

CapSpecialty  
 CA Shea  
 Travelers  
 CNA  
 Capitol Indemnity Corporation

#### **Equity Interests**

A Kunde and L Kunde GST Exempt GRAT fbo  
 Marcia Mickelson  
 Carole Anne Stewart  
 Casing & Co. f/b/o Wasatch Microcap Fund  
 Chuck Sweeney  
 Jeff & Roberta Kunde Living Trust, Dated 6-16-95  
 Jim & Marcia Mickelson Living Trust, Dated 4-  
 11-01  
 Linda Butler  
 Marco Digiulio

Marital Trust D under the Leslie G. Rudd Living  
 Trust  
 Michell Ruggirello  
 Nell Sweeney  
 Patrick and Laura Roney Trust  
 Ron Coleman  
 Sean Roney  
 SLR Non-Exempt Trust UAD 4/21/2018  
 Sonoma Brands II Select, L.P.  
 Sonoma Brands II, L.P.  
 Sonoma Brands VWE Co-Invest, L.P.  
 TGAM Agribusiness Fund Holding LP  
 Vicki Daigneault  
 Voting Trust FBO Jeff Kunde U/T Kunde Living  
 Trust  
 Voting Trust FBO Marcia Mickelson U/T Kunde  
 Living Trust  
 Woodbridge House Investments Limited

#### **Restructuring Professionals**

Jones Day  
 Riveron  
 GLC Advisors & Co., LLC  
 EPIQ Corporate Restructuring, LLC

#### **Other Consultants & Advisors**

Bay Alarm Company  
 Blake, Cassels, And Graydon LLP  
 Business Wire Inc  
 Candice Elizabeth Koederitz  
 Carle, Mackie, Power & Ross LLP  
 Cherry Bekaert LLP  
 Clairent Advisors LLC  
 CR3 Partners, LLC  
 Dickenson Peatman & Fogarty P.C.  
 Donnelley Financial LLC  
 Embark Intermediate Holdings, LLC  
 Frog Environmental Inc.  
 Harter Secrest & Emery LLP  
 Hilco Valuation Services, LLC  
 Hinman & Carmichael LLP  
 Jackson Lewis PC  
 Jonathan Sebastiani  
 Kaeser & Blair, Inc.  
 Kahn, Soares and Conway, LLP  
 Kemp Jones, LLP  
 Kronick Moskovitz Tiedemann & Girard  
 Lisa M Schnorr  
 Mark W B Harms  
 Odinbrook Global Advisors LLC  
 Oppenheimer & Co. Inc.  
 Owen, Wickersham & Erickson, P.C.  
 Richards, Layton, & Finger, P.A.

Rob Berner  
RSM US LLP  
Soldata Energy Consulting, Inc  
Timothy D Proctor  
Vialto / Galaxy US Opco Inc.

**Licensing Agreements**

Grape Grower Parmelee  
Paula Kornell d/b/a Kornell Wine Company  
QVC, Inc

**Litigation**

Ezzes v. Vintage Wine Estates, Inc., et al.  
Salbenblatt v. Vintage Wine Estates, Inc., et al.  
United Staffing Associates, LLC vs Vintage Wine  
Estates, Inc

**Landlords**

Chuckhole Lane Milton-Freewater  
DGKids, Inc  
Global Ag Properties USA LLC  
Grace A. Schaad - Anna's Vyd  
Grapevine Land Management, LLC  
Jeffrey & Roberta Kunde Personal Trust (Fka:  
Arthur Kunde & Sons, Inc.)  
Key Housing Connections Inc.  
Lewis H. and Barbara L. Schaad  
Lowenberg Associates, L.P.  
Malli Enterprises Llc  
Milat Wine Company LLC  
Sonoma West Holdings, Inc.  
Takoma Properties, LLC  
Withers Road Napa CA, LP

**Sublessees**

**United States Bankruptcy Judges**

Chief Judge Laurie Selber Silverstein  
Judge John T. Dorsey  
Judge Craig T. Goldblatt  
Judge Thomas M. Horan  
Judge Karen B. Owens  
Judge Brendan L. Shannon  
Judge J. Kate Stickles  
Judge Mary F. Walrath

**United States Trustee's Office**

Lauren Attix  
Malcolm M. Bates  
Fang Bu  
Linda Casey  
Joseph Cudia  
Holly Dice  
Shakima L. Dortch  
Timothy J. Fox, Jr.  
Diane Giardano  
Michael Girello  
Christine Green  
Benjamin Hackman  
Nyanquoi Jones  
Jane Leamy  
Jonathan Lipshie  
Hannah M. McCollum  
Joseph McMahon  
Jonathan Nyaku  
James R. O'Malley  
Linda Richenderfer  
Richard Schepacarter  
Edith A. Serrano  
Rosa Sierra-Fox  
Elizabeth Thomas  
Dion Wynn

**Director and Officer Legal Counsel**

Katten Muchin Rosenman LLP

**Other**

American Express  
Artisan Wholesale  
ASCAP  
Bay Alarm Company  
BMI  
BMI Brand Services - Beverage  
Merchandising LLC  
Compliance Connection Inc.  
Frog Environmental Inc.  
Handcrafted Oklahoma LLC  
Napa Valley Petroleum Inc.  
NASDAQ Corporate Solutions, LLC

**SCHEDULE 2****Client Match List**

<b>Name</b>	<b>Relationship to Debtors</b>
AT&T	Utilities
Bank of America, N.A.	Banks
CenturyLink	Utilities
Columbia Casualty	Insurers
Comcast	Utilities
Continental Casualty Company	Insurers
Foley Family Wines	Competitors
JPMorgan Chase Bank, N.A.	Banks
Kaiser Foundation Health Plan	Top 30
Kaiser Permanente	Insurers
Lexington Insurance Company	Insurers
Lloyds of London	Insurers
Lockton Companies	Insurers
Matheson Tri-Gas, Inc.	Vendors
Meta Platforms Inc.	Vendors
Oppenheimer & Co. Inc.	Other Consultants & Advisors
PricewaterhouseCoopers LLP	Top 30
Starr Indemnity & Liability Company	Insurers
The Lincoln National Life Insurance Company	Insurers
Travelers	Insurers
XL Specialty Insurance Company	Insurers

**EXHIBIT C**

**Engagement Agreement**





# EPIQ CORPORATE RESTRUCTURING

## STANDARD SERVICES AGREEMENT

This Standard Services Agreement is being entered into by and between the undersigned parties, referred to herein as “Epiq” and “Client” as of the Effective Date, as defined below. In consideration of the premises herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### General Terms and Conditions

#### 1. Services.

In accordance with the charges, terms and conditions contained in this agreement and in the schedule(s) attached hereto (collectively, the “Agreement”), Epiq agrees to furnish Client with the services set forth on the Services Schedule hereto (the “Services”) in connection with a corporate restructuring. Services will be provided on an as needed basis and upon request or agreement of Client. Charges for the Services will be based on the pricing schedule provided to Client hereto (the “Pricing Schedule”). The Pricing Schedule sets forth individual unit pricing for each of the Services provided by Epiq and represents a bona fide proposal for that Service. Client may request separate Services or all of the Services reflected in the Pricing Schedule.

#### 2. Term.

This Agreement shall become effective on the date of its acceptance by both Epiq and Client; provided, however, Epiq acknowledges that Bankruptcy Court approval of its engagement may be required in order for Epiq to be engaged in a chapter 11 proceeding. The Agreement shall remain in effect until terminated: (a) by Client, on thirty (30) days’ prior written notice to Epiq and, to the extent Epiq has been retained by Bankruptcy Court order, entry of an order of the Bankruptcy Court discharging Epiq; or (b) by Epiq, on ninety (90) days’ prior written notice to Client and, to the extent Epiq has been retained by Bankruptcy Court order, entry of an order of the Bankruptcy Court discharging Epiq.

#### 3. Charges.

- 3.1 For the Services and materials furnished by Epiq under this Agreement, Client shall pay the fees, charges and costs set forth in the Pricing Schedule subject to any previously agreed upon discount if applicable. Epiq will bill Client monthly. All invoices shall be due and payable upon receipt.
- 3.2 Epiq reserves the right to make reasonable increases to the unit prices, charges and professional service rates reflected in the Pricing Schedule on an annual basis effective January 1, 2025. If such annual increases exceed 10% from the prior year’s level, Epiq shall provide sixty (60) days’ prior written notice to Client of such proposed increases.



- 3.3 Client agrees to pay Epiq for all materials necessary for performance of the Services under this Agreement (other than computer hardware and software) and any reasonable out of pocket travel expenses.
- 3.4 Client shall pay or reimburse all taxes applicable to services performed under this Agreement and, specifically, taxes based on disbursements made on behalf of Client, notwithstanding how such taxes may be designated, levied or based. This provision is intended to include sales, use and excise taxes, among other taxes, but is not intended to include personal property taxes or taxes based on net income of Epiq.
- 3.5 Client shall pay to Epiq any actual charges (including fees, costs and expenses as set forth in the Pricing Schedule) related to, arising out of or resulting from any Client error or omission. Such charges may include, without limitation, print or copy re-runs, supplies, long distance phone calls, travel expenses and overtime expenses for work chargeable at the rates set forth on the Pricing Schedule.
- 3.6 In the event of termination pursuant to Section 2 hereof, Client shall be liable for all amounts then accrued and/or due and owing to Epiq under the Agreement.
- 3.7 To the extent permitted by applicable law, Epiq shall receive a retainer in the amount of \$25,000 (the "Retainer") that may be held by Epiq as security for Client's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. Epiq shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, Epiq shall return to Client any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

#### **4. Confidentiality.**

Client data provided to Epiq during the term of this Agreement in connection with the Services ("Client Data") shall be maintained confidentially by Epiq in the same manner and to the same level as Epiq safeguards data relating to its own business; provided, however, that if Client Data is publicly available, was already in Epiq's possession or known to it, was required to be disclosed by law, was independently developed by Epiq without use or reference to any Client Data, or was rightfully obtained by Epiq from a third party, Epiq shall bear no responsibility for public disclosure of such data. Client agrees that Epiq shall not be liable for damages or losses of any nature whatsoever arising out of the unauthorized acquisition or use of any Client Data or other Client materials provided to Epiq in the performance of this Agreement.

#### **5. Title to Property.**

Epiq reserves all property rights in and to all materials, concepts, creations, inventions, works of authorship, improvements, designs, innovations, ideas, discoveries, know-how, techniques, programs, systems and other information, including, without limitation, data processing programs, specifications,



applications, processes, routines, sub-routines, procedural manuals and documentation furnished or developed by Epiq for itself or for use by Client (collectively, the “Property”). Charges paid by Client do not vest in Client any rights to the Property, it being expressly understood that the Property is made available to Client under this Agreement solely for Client's use during and in connection with each use of the Epiq equipment and services. Client agrees not to copy or permit others to copy any of the Property.

## **6. Bank Accounts**

At the request of the Client or Client Parties, Epiq shall be authorized to establish accounts with financial institutions in the name of and as agent for the Client to facilitate distributions pursuant to a Chapter 11 plan or other transactions. To the extent such accounts or other financial products are provided to the company, pursuant to Epiq's agreement(s) with financial institutions, Epiq may receive fees and other compensation from such institutions.

## **7. Disposition of Data.**

- 7.1 Client is responsible for the accuracy of the programs and Client Data it provides or gives access to Epiq and for the output resulting from such data. Client shall initiate and maintain backup files that would allow Client to regenerate or duplicate all programs and Client Data which Client provides or gives access to Epiq. Client agrees, represents and warrants to Epiq that, prior to delivery of any Client Data to Epiq, it has full authority to deliver Client Data to Epiq. Client agrees, represents and warrants to Epiq that it has obtained binding consents, permits, licenses and approvals from all necessary persons, authorities or individuals, and has complied with all applicable policies, regulations and laws, required by Client, in order to allow Epiq to use all Client Data delivered to it in connection with its Services. Epiq shall not be liable for, and Client accepts full responsibility for, any liability or obligation with respect to Client Data prior to Epiq's receipt, including without limitation, any liability arising during the delivery of Client Data to Epiq.
- 7.2 Any Client Data, programs, storage media or other materials furnished by Client to Epiq in connection with this Agreement (collectively, the “Client Materials”) may be retained by Epiq until the services provided pursuant to this Agreement are paid for in full, or until this Agreement is terminated with the services provided herein having been paid for in full. Client shall remain liable for all out of pocket charges incurred by Epiq under this Agreement as a result of any Client Materials maintained by Epiq. Epiq shall dispose of Client Materials in the manner requested by Client (except to the extent disposal may be prohibited by law). Client agrees to pay Epiq for reasonable expenses incurred as a result of the disposition of Client Materials. Epiq reserves the right to dispose of any Client Materials if this Agreement is terminated without Client's direction as to the return or disposal of Client Materials or Client has not paid all charges due to Epiq for a period of at least ninety (90) days; provided, however, Epiq shall provide Client with thirty (30) days' prior written notice of its intent to dispose of such data and media.



## **8. Indemnification.**

Client shall indemnify, defend and hold Epiq, its affiliates, parent, and each such entity's officers, members, directors, agents, representatives, managers, consultants and employees (each an "Indemnified Person") harmless from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, costs of preparation and attorneys' fees) and expenses as incurred (collectively, "Losses"), to which any Indemnified Person may become subject or involved in any capacity arising out of or relating to this Agreement or Epiq's rendering of services pursuant hereto, regardless of whether any of such Indemnified Persons is a party thereto, other than Losses resulting solely from Epiq's gross negligence or willful misconduct. Without limiting the generality of the foregoing, "Losses" includes any liabilities resulting from claims by third persons against any Indemnified Person. Client and Epiq shall notify the other party in writing promptly of the commencement, institution, threat, or assertion of any claim, action or proceeding of which Client is aware with respect to the services provided by Epiq under this Agreement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of Client, and shall survive the termination of this Agreement until the expiration of all applicable statutes of limitation with respect to Epiq's liabilities.

## **9. Limitation of Liability**

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS SECTION SHALL CONTROL.

(a) EACH PARTY AND ITS RESPECTIVE AGENTS SHALL NOT HAVE ANY OBLIGATION OR LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY (WHETHER IN TORT, EQUITY, CONTRACT, WARRANTY OR OTHERWISE AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, PRODUCT LIABILITY, OR STRICT LIABILITY IN ACCORDANCE WITH APPLICABLE LAW, RULE OR REGULATION) FOR ANY INDIRECT, GENERAL, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST WAGES, BUSINESS OR PROFITS, OR LOSS OF DATA INCURRED BY CLIENT OR ANY OTHER PERSON, ARISING OUT OF RELATING TO THIS AGREEMENT, OR ANY USE, INABILITY TO USE OR RESULTS OF USE OF THE SERVICES OR SOFTWARE OR OTHERWISE, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) EPIQ SHALL NOT BE LIABLE TO CLIENT FOR ANY LOSSES REGARDLESS OF THEIR NATURE THAT ARE CAUSED BY OR RELATED TO A FORCE MAJEURE EVENT.

(c) THE TOTAL LIABILITY OF EACH PARTY AND ITS AGENTS TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ALL LOSSES ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE CLIENT TO EPIQ FOR THE PARTICULAR SERVICES WHICH GAVE RISE TO THE LOSSES IN THE IMMEDIATE SIX (6) MONTHS PRIOR TO THE DATE OF THE ACTION GIVING RISE TO THE ALLEGED LOSS.



## **10. Representations / Warranties.**

Epiq makes no representations or warranties, express or implied, including, without limitation, any implied or express warranty of merchantability, suitability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

## **11. Confidential On-Line Workspace**

Upon request of Client, Epiq shall be authorized to: (a) establish a confidential on-line workspace with an outside vendor in connection with the provision of its services to Client pursuant to this Agreement; and (b) with the consent of Client and/or its designees, publish documents and other information to such confidential workspace. By publishing documents and other information to this confidential workspace in accordance with the foregoing, Epiq shall not be considered in violation of any of the provisions of this Agreement, including, but not limited to, Section 4 (Confidentiality).

## **12. General**

- 12.1 No waiver, alteration, amendment or modification of any of the provisions of this Agreement shall be binding upon either party unless signed in writing by a duly authorized representative of both parties.
- 12.2 This Agreement may not be assigned by Client without the express written consent of Epiq, which consent shall not be unreasonably withheld. The services provided under this Agreement are for the sole benefit and use of Client, and shall not be made available to any other persons.
- 12.3 This Agreement shall be governed by the laws of the State of New York, without regard to that state's provisions for choice of law. Client and Epiq agree that any controversy or claim arising out of or relating to this Agreement or the alleged breach thereof shall be settled by mandatory, final and binding arbitration before the American Arbitration Association in New York, New York and such arbitration shall comply with and be governed by the rules of the American Arbitration Association, provided that each party may seek interim relief in court as it deems necessary to protect its confidential information and intellectual property rights. Any arbitration award rendered pursuant to this provision shall be enforceable worldwide.
- 12.4 The parties hereto agree that this Agreement is the complete and exclusive statement of the agreement between the parties which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.
- 12.5 Client will use its best efforts to cooperate with Epiq at Client's facilities if any portion of the Services requires its physical presence thereon.
- 12.6 In no event shall Epiq's Services constitute or contain legal advice or opinion, and neither Epiq nor its personnel shall be deemed to practice law hereunder.



- 12.7 Except for Client's obligation to pay fees, expenses and charges hereunder when due, neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement to the extent such delay or failure arises by reason of any act of God, any governmental requirement, act of terrorism, riots, epidemics, flood, strike, lock-out, industrial or transportation disturbance, fire, lack of materials, war, event of force majeure, or other acts beyond the reasonable control of a performing party.
- 12.8 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
- 12.9 All clauses and covenants in this Agreement are severable; in the event any or part of them are held invalid or unenforceable by any court, such clauses or covenants shall be valid and enforced to the fullest extent available, and this Agreement will be interpreted as if such invalid or unenforceable clauses or covenants were not contained herein. The parties are independent contractors and, except as expressly stated herein, neither party shall have any rights, power or authority to act or create an obligation on behalf of the other party.



12.10 Notices to be given or submitted by either party to the other, pursuant to this Agreement, shall be sufficiently given or made if given or made in writing and sent by hand delivery, overnight or certified mail, postage prepaid, and addressed as follows:

If to Epiq:

Epiq Corporate Restructuring, LLC  
777 Third Avenue, 12th Floor  
New York, New York 10017  
Attn: Brad Tuttle

If to Client:

Vintage Wine Estates  
205 Concourse Blvd.  
Santa Rosa, CA 95403  
Attn: Amir Sadr

With a copy to:

Jones Day  
901 Lakeside Avenue  
Cleveland, OH 44114-1190  
Attn: Nick Buchta  
Carl Black

12.11 Invoices sent to Client should be delivered to the following address:

Vintage Wine Estates  
205 Concourse Blvd.  
Santa Rosa, CA 95403  
Attn: Kristina Johnston

Email: kjohnston@vintagewineestates.com

7/9/2024

12.12 The "Effective Date" of this Agreement is \_\_\_\_\_.




IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**EPIQ CORPORATE RESTRUCTURING, LLC**

\_\_\_\_\_  
 Name: Brad Tuttle  
 Title: General Manager

**VINTAGE WINE ESTATES, ET. AL.**

By:  \_\_\_\_\_  
00E3FD571A1E401...  
 Name: Kristina Johnston  
 Title: CFO





## **SERVICES SCHEDULE**

### **SCHEDULES/STATEMENT PREPARATION**

- Assist the Debtors with administrative tasks in the preparation of their bankruptcy Schedules of Assets and Liabilities (“Schedules”) and Statements of Financial Affairs (“Statements”), including (as needed):
  - Coordinate with the Client and its advisors regarding the Schedules and Statements process, requirements, timelines and deliverables.
  - Create and maintain databases for maintenance and formatting of Schedules and Statements data.
  - Coordinate collection of data from Client and advisors.
  - Provide data entry and quality assurance assistance regarding Schedules and Statements, including, specifically, the creation of Schedule G.

### **CLAIMS MANAGEMENT**

- Maintain copies of all proofs of claim and proofs of interest filed (in hard copy and electronic form).
- Provide a secure on-line tool through which creditors can file proofs of claim and related documentation, eliminating costly manual intake, processing and data entry of paper claims and ensuring maximum efficiency in the claim-filing process.
- Create and maintain electronic databases for creditor/party in interest information provided by the debtor (e.g., creditor matrix and Schedules of Statements of Assets and Liabilities) and creditors/parties in interest (e.g., proof of claim/interests).
- Process all proof of claim/interest submitted.
- Provide access to the public for examination of copies of the proofs of claim or interest without charge during regular business hours.
- Maintain official claims registers, including, among other things, the following information for each proof of claim or proof of interest:
  - Name and address of the claimant and any agent thereof, if the proof of claim or proof of interest was filed by an agent;
  - Date received;
  - Claim number assigned; and
  - Asserted amount and classification of the claim.



- Create and maintain a website with general case information, key documents, claim search function, and mirror of ECF case docket.
- Transmit to the Clerk's office a copy of the claims registers on a monthly basis, unless requested by the Clerk's office on a more or less frequent basis or, in the alternative, make available the claims register on-line.
- Implement necessary security measures to ensure the completeness and integrity of the claims registers.
- Record all transfers of claims pursuant to Bankruptcy Rule 3001(e) and provide notice of such transfers as required by Bankruptcy Rule 3001(e).
- Maintain an up-to-date mailing list for all entities that have filed a proof of claim, proof of interest or notice of appearance, which list shall be available upon request of a party in interest or the Clerk's office.

## **NOTICING**

- Prepare and serve required notices in these Chapter 11 cases, including:
  - Notice of the commencement of these Chapter 11 cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code;
  - Notice of any auction sale hearing;
  - Notice of the claims bar date;
  - Notice of objection to claims;
  - Notice of any hearings on a disclosure statement and confirmation of the plan of reorganization; and
  - Other miscellaneous notices to any entities, as the debtor or the Court may deem necessary or appropriate for an orderly administration of these Chapter 11 cases.
- After service of a particular notice - whether by regular mail, overnight or hand delivery, email or facsimile service - file with the Clerk's office an affidavit of service that includes a copy of the notice involved, a list of persons to whom the notice was mailed and the date and manner of mailing.
- Update claim database to reflect undeliverable or changed addresses.



- Coordinate publication of certain notices in periodicals and other media.
- Distribute Claim Acknowledgement Cards to creditor having filed a proof of claim/interest.

### **BALLOTING/TABULATION**

- Provide balloting services in connection with the solicitation process for any chapter 11 plan for which a disclosure statement has been approved by the court, including (as needed):
  - Consult with Client and its counsel regarding timing issues, voting and tabulation procedures, and documents needed for the vote.
  - Review of voting-related sections of the voting procedures motion, disclosure statement and ballots for procedural and timing issues.
  - Assist in obtaining information regarding members of voting classes, including lists of holders of bonds from DTC and other entities (and, if needed, assist Client in requesting these listings).
  - Coordinate distribution of solicitation documents.
  - Respond to requests for documents from parties in interest, including brokerage firm and bank back-offices and institutional holders.
  - Respond to telephone inquiries from lenders, bondholders and nominees regarding the disclosure statement and the voting procedures.
  - Receive and examine all ballots and master ballots cast by voting parties. Date- stamp the originals of all such ballots and master ballots upon receipt.
  - Tabulate all ballots and master ballots received prior to the voting deadline in accordance with established procedures, and prepare a certification for filing with the court.
  - Undertake such other duties as may be requested by the Client.

### **CALL CENTER**

- Provide state-of-the-art Call Center facility and services, including (as needed):
  - Create frequently asked questions, call scripts, escalation procedures and call log formats.
  - Record automated messaging.
  - Train Call Center staff.
  - Maintain and transmit call log to Client and advisors.

**MISCELLANEOUS**

- Provide such other claims processing, noticing and related administrative services as may be requested from time to time by the Client.
- Promptly comply with such further conditions and requirements as the Court may at any time prescribe.
- Comply with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders and other requirements.
- Provide temporary employees to the Clerk's Office to process claims, as necessary.



## **PRICING SCHEDULE**

### **CLAIM ADMINISTRATION HOURLY RATES**

<b><u>Title</u></b>	<b><u>Rates</u></b>
IT / Programming	\$45.00 – \$70.00
Case Managers	\$75.00 – \$160.00
Project Managers/Consultants/ Directors	\$170.00 – \$190.00
Solicitation Consultant	\$190.00
Executive Vice President, Solicitation	\$195.00
Executives	No Charge

### **CLAIMS AND NOTICING RATES<sup>1</sup>**

Printing	\$0.10 per image
Personalization / Labels	WAIVED
Envelopes	VARIES BY SIZE
Postage / Overnight Delivery	AT COST AT PREFERRED RATES
E-Mail Noticing	WAIVED FOR MSL *
Fax Noticing	\$0.05 per page
Claim Acknowledgement Letter	\$0.05 per letter
Publication Noticing	Quoted at time of request

### **DATA MANAGEMENT RATES**

Creditor/Data Records, Maintenance & Security	\$0.10 per record/month
Electronic Imaging	\$0.10 per image; no monthly storage charge
Website Hosting Fee	NO CHARGE
CD- ROM (Mass Document Storage)	Quoted at time of request

### **ON-LINE CLAIM FILING SERVICES**

On-Line Claim Filing	NO CHARGE
----------------------	-----------

<sup>1</sup> Noticing via overnight delivery after traditional overnight drop-off times (e.g., 9:00 p.m. in NYC) may result in additional print charges.

\*Quoted at time of request for high volume blasts to all creditors



**CALL CENTER RATES**

Standard Call Center Setup	NO CHARGE
Call Center Operator	\$55 per hour
Voice Recorded Message	\$0.34 per minute

**OTHER SERVICES RATES**

Custom Software, Workflow and Review Resources	Quoted at time of request
Strategic Communication Services	Quoted at time of request
Escrow Services	Quoted at time of request /competitive rates
Securities Exchange / ATOP Event	Quoted at time of request
eDiscovery	Quoted at time of request, bundled pricing available
Virtual Data Room -- Confidential On-Line Workspace	Quoted at time of request
Disbursements -- Check and/or Form 1099	Quoted at time of request
Disbursements -- Record to Transfer Agent	Quoted at time of request