1 2 3 4 5 6	Vedder Price (CA), LLP Michelle L. Landry, Bar No. 190080 mlandry@vedderprice.com 1 Post Street, Suite 2400, San Francisco, California 94104 Telephone: +1 415 749 9500 Facsimile: +1 415 749 9502 Attorneys for Plaintiff SAPANGO, INC.	ELECTRONICALLY FILED Superior Court of California County of Sonoma 7/18/2025 12:13 PM By: Taylor Curtis, Deputy Clerk
7	SUPERIOR COURT OF TH	E STATE OF CALIFORNIA
8	COUNTY O	F SONOMA
9		
10	SAPANGO, INC.,	Case No25CV05028
11	Plaintiff,	VERIFIED COMPLAINT FOR:
12	v.	1. BREACH OF FIDUCIARY DUTY; 2. INTENTIONAL INTERFERENCE
13	ANTHONY COGNETTI, BRINDARE NAPA LLC and DOES 1-50.	WITH PROSPECTIVE ECONOMIC ADVANTAGE;
14	Defendants.	3. NEGLIGENT INTERFERENCE WITH PROSPECTIVE ECONOMIC
15	Belefidants.	ADVANTAGE; 4. BREACH OF SHAREHOLDER
16		AGREEMENT
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INTRODUCTION

After 10 years of catering luxury weddings and Wine Country events, Tre Posti in St. Helena is set to close in August – only to reopen the very next day under a new name, with many of the same offerings and the same executive chef as sole owner. But while chef Nash Cognetti says his new company, Brindare Napa Valley, will take over the property and services Aug. 6, he declined to answer key questions about the transition. including why the original business is shutting down...

The Press Democrat, Thursday, June 26, 2025

- 1. This case is about greed. After Plaintiff Sapango, Inc. (the "PLAINTIFF" or "COMPANY") spent a decade and countless dollars building St. Helena's acclaimed *Tre Posti*. Defendant Anthony (aka "Nash") Cognetti ("COGNETTI"), sought to seize control of the business from his longtime partner, William Upson ("UPSON"), doing so while UPSON was battling cancer and recovering from multiple back surgeries.
- 2. While serving as Vice President and a member of the Board of Directors of the COMPANY, COGNETTI secretly negotiated with the COMPANY's longtime landlord to take over the lease for the COMPANY's Main Street location—an essential asset of the business. He did this without informing or obtaining prior approval from the COMPANY. COGNETTI then wrongfully diverted the lease opportunity for his own benefit, with the intent to operate a competing catering and events business at the same location through his new entity, Defendant Brindare Napa. LLC ("BRINDARE"), using the same employees, facilities, customers, vendors and goodwill. His conduct constitutes a blatant usurpation of a corporate opportunity, and theft of corporate assets, undertaken in the most shocking bad faith and in direct violation of COGNETTI's fiduciary duties to the COMPANY.
- 3. The COMPANY brings this action to hold COGNETTI accountable, to protect its interests and to prevent further irreparable harm. Among other things, the COMPANY seeks to protect its employees, its valuable and nonpublic vendor and customer lists, and other property. It also seeks a constructive trust over the ill-gotten gains and profits generated by COGNETTI's pirated enterprise.

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PARTIES

- 4. The COMPANY is a corporation duly organized and existing under the laws of the State of California, having its principal place of business in St. Helena, California.
- 5. COGNETTI, an individual, is upon information and belief a resident of Sonoma County.
- 6. BRINDARE is a California limited liability company formed on or about May 23, 2024. Upon information and belief, its principal place of business is in this county.
- 7. The true names and capacities of the Defendants named herein as DOES 1 through 50, inclusive, whether individual, corporate, associate or otherwise, are unknown to PLAINTIFF who therefore sue such Defendants by fictitious names. PLAINTIFF is informed and believes that DOES 1 through 50 are California residents, or individuals over whom this Court nevertheless has jurisdiction. PLAINTIFF will amend its claim to show such true names and capacities when they are ascertained. Based on information and belief, PLAINTIFF alleges that Defendants sued as DOES 1 through 50, and each of them, are liable in whole or in part for the wrongful acts alleged herein.
- 8. At all relevant times, each Defendant was and is the agent of each of the remaining Defendants, and in doing the acts alleged herein, was acting within the course and scope of such agency. Each Defendant ratified and/or authorized the wrongful acts of each of the Defendants.
- 9. In committing the wrongful acts alleged herein, Defendants have pursued, or joined in the pursuit of, a common course of conduct, and have acted in concert with and conspired with one another in furtherance of the improper acts and transactions that are the subject of this claim.
- 10. Each Defendant aided and abetted and rendered substantial assistance in the wrongs complained of herein. In taking such actions to substantially assist the commission of the wrongdoing complained of herein, each Defendant acted with knowledge of the primary wrongdoing, substantially assisted in the accomplishment of that wrongdoing, and was aware of his, her, or its overall contribution to and furtherance of the wrongdoing.
- 11. COGNETTI and BRINDARE, along with DOES 1-50 are collectively referred to herein as "DEFENDANTS."

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In addition, COGNETTI had access to information related to special events booked

the operation, profitability, and long-term prospects of Tre Posti.

by celebrities and other high profile customers, and which are subject to nondisclosure agreements.

- 24. UPSON, through the William F. Upson Trust, has at all relevant times, owned 51% of the common stock of the COMPANY and COGNETTI has at all relevant times, owned 49%.
- 25. Pursuant to a written agreement, UPSON had the authority to manage the business and affairs of the COMPANY subject to majority board approval for certain major decisions.
- 26. No shareholder is entitled to receive any salary or other compensation from the COMPANY unless authorized by unanimous vote of the shareholders.
- 27. Upon information and belief, COGNETTI secretly instructed the head of Human Resources ("HR") to issue payments to him via payroll and outside of the normal and approved COMPANY distributions.
- 28. The shareholders also are prohibited from engaging in any outside employment that materially interferes with the business of the corporation or which conflicts with the shareholder's obligations to the corporation.
- 29. On or about August 15, 2015, the COMPANY entered into a ten-year lease with the LANDLORD to lease 641 Main Street, St. Helena, for purposes of operating the COMPANY's catering and events business.
- 30. The leased property included breathtaking event space and approximately 3,000 square feet of outdoor patio space and an adjoining event garden, in the heart of Napa Valley. It is described as being "nestled in heart of Napa Valley," a premiere destination for weddings and events.
- 31. UPSON was instrumental in securing the valuable lease in 2015. Among other things, UPSON negotiated with the LANDLORD to secure the space and directed clients of his separate business, Tra Vigne Restaurant, to *Tre Posti* to support the fledgling catering and event COMPANY during its first year in business.²
 - 32. The lease was particularly valuable because it came with existing furniture, fixtures

UPSON owns 5,100 shares and COGNETTI owns 4,900 shares.

² In 2008, UPSON allowed COGNETTI to become a 5% owner of True Alliance, Inc., which owns Tra Vigne Restaurant. COGNETTI was allowed to acquire another 2.79% in 2018.

and equipment needed to operate a catering and events business.

- 33. In addition, the COMPANY secured rights to use a valuable liquor license from LANDLORD's affiliated entity, 641 Main Street, LLC.
- 34. Since its formation in 2015, the COMPANY has expended significant time and resources building the goodwill of *Tre Posti*.
- 35. It also has developed customer and vendor lists, negotiated pricing and contracts. and recruited talented event and catering staff, all required to run a first-class, profit-making venture.
- 36. At all times, UPSON provided valuable back-office support for administrative, HR, legal, and operational needs of the catering and events business, through HUP Incorporated ("HUP"). HUP has provided recruiting referral services, training programs, employee handbooks and manuals, which were proprietary to HUP and which enabled *Tre Posti* to hire and retain some of Napa Valley's most talented event and catering staff.
 - 37. As of 2024, the COMPANY employed roughly 130 full-and part-time employees.
- 38. HUP has diligently maintained payroll, accounting, human resource, and legal functions for *Tre Posti*.
- 39. As of 2024, the COMPANY generated approximately \$1 million a year in distributable profits to UPSON and COGNETTI, which they split 51/49.
- 40. Recognizing *Tre Posti's* popularity and success, and the contributions of both UPSON and COGNETTI, on or about February 5, 2024, the LANDLORD presented UPSON and COGNETTI with a written ten-year lease extension, a true and correct copy of which is attached hereto as **Exhibit A** and incorporated herein by reference.
 - 41. UPSON, acting as President, executed the amendment.
- 42. COGNETTI declined to execute the amendment, saying he "needed to think about it."
- 43. The following week, COGNETTI told UPSON he had decided he wanted "do his own thing."
 - 44. Thereafter, UPSON located a new, talented chef to replace COGNETTI.

- 45. Continuing with the pretense that he intended to leave *Tre Posti*, COGNETTI gave the new prospective chef a tour of the event and catering space.
- 46. On or about May 16, 2024, the LANDLORD agreed to extend the lease term from August 5, 2025 to December 31, 2025. A true and correct copy of the extension is attached hereto as **Exhibit B** and incorporated herein by reference.
 - 47. UPSON signed the extension.
 - 48. COGNETTI refused to sign the extension.
- 49. In August 2024, when UPSON was undergoing medical treatment, COGNETTI presented UPSON with a proposed term sheet for a buy out of his stock in the COMPANY.
- 50. COGNETTI proposed a "book value" instead of "Fair Value," which substantially undervalued UPSON's stock.³
 - 51. UPSON rejected the proposed buyout as unreasonably low and unacceptable.
- 52. Having failed in his attempt to low ball UPSON, COGNETTI apparently set his sights on stealing the valuable catering and events business instead.
- 53. Upon information and belief, in breach of his fiduciary obligations as a director, officer, and shareholder in a close corporation, and in violation of his duty of loyalty, COGNETTI met in secret with the LANDLORD and negotiated a deal whereby the LANDLORD would rent the property to his entity, BRINDARE, commencing August 6, 2025.
- 54. COGNETTI also, upon information and belief, made a deal with the LANDLORD to transfer the liquor license to BRINDARE as well.
- 55. COGNETTI did the above without informing the COMPANY or obtaining its prior consent.
- 56. Later, the LANDLORD—upon information and belief at COGNETTI's urging—tried to pressure the COMPANY into selling the *Tre Posti* name, which it refused.
- 57. Unable to steal this last asset, COGNETTI rebranded under the name "BRINDARE," which means "to toast" in Italian.

³ Section 3.3.2 of the shareholder's agreement between the parties contains a formula to employ "Fair Value," assuming a ten-year remainder on the lease.

- 58. Upon information and belief, COGNETTI offered the LANDLORD additional remuneration or incentive to deny the COMPANY the lease extension and thereafter the LANDLORD refused to deal with the COMPANY, presenting COGNETTI's usurpation as a *fait accompli*.
- 59. The LANDLORD later demanded that the COMPANY release its rights to the valuable liquor license (#562149), which upon information and belief has been transferred to BRINDARE as the new operator, effective August 6, 2025.
- 60. In addition, in or around May 2025, COGNETTI instructed the COMPANY's Director of HR to issue WARN notices on behalf of the COMPANY giving notice of the intent to terminate all 130 full-and part-time employees, with termination effective August 5, 2025, the date the COMPANY's lease is to expire now that the extension had been withdrawn.
- 61. Upon information and belief, BRINDARE plans to rehire all or most of the employees hired and trained by the COMPANY.
- 62. The employees are a vital asset of the COMPANY and along with the loss of the lease and liquor license, have made it impossible for the COMPANY to operate or generate any profit after August 5.
- 63. In short, COGNETTI has made the COMPANY, and its stock, worthless, and has transferred all of its value to himself. through BRINDARE.
- 64. Worse, and making no pretext of loyalty, COGNETTI launched his competing website while a director and officer.
- 65. The competitive website (https://brindarenapa.com/) brazenly copies many features of the *Tre Posti* website (https://treposti.com/). 4
- 66. While discovery has not yet taken place, the COMPANY is informed and believes that COGNETTI and BRINDARE booked events that should have been booked by the COMPANY and retained revenue even for periods before lease termination. Attached hereto as **Exhibit C** are

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⁴ Copying *Tre Posti*, BRINDARE advertises on its website that it is "Nestled in the heart of the Napa Valley," that it "offers four distinct venues" (substituting the word distinct for unique), and specializes in "seamless event coordination" (replacing *Tre Posti's* assurance that "event is seamless.") It even uses some of *Tre Posti's* iconic photos.

true and correct website printouts which purport to show events booked while the COMPANY is still doing business in the location.

FIRST CAUSE OF ACTION BREACH OF FIDUCIARY DUTY (Against All DEFENDANTS)

- 67. PLAINTIFF hereby incorporates by reference each of the paragraphs set forth above.
- 68. By reason of being a director and officer of the COMPANY, as well as a shareholder in a close corporation, COGNETTI owed fiduciary duties of the highest good faith, undivided loyalty, reasonable care, integrity, and fair dealing to PLAINTIFF.
- 69. The corporate opportunity doctrine prohibits corporate fiduciaries, such as directors, officers, and in some cases shareholders, from acquiring opportunities that belong to the corporation. This includes opportunities in which the corporation has an interest, a tangible expectancy, or that are essential to its existence. The doctrine is rooted in the fiduciary duty of loyalty, which requires fiduciaries to act in the best interests of the corporation and not to compete with it to its detriment.
- 70. COGNETTI did the acts alleged herein to gain an advantage over PLAINTIFF and to benefit himself to the detriment of PLAINTIFF by usurping a business opportunity, both the long-term lease and the liquor license, thereby breaching his fiduciary duties to PLAINTIFF.⁵
- 71. At all times, the COMPANY had the financial ability to enter into the lease, the lease served a vital part of the COMPANY's business, and the LANDLORD had offered to extend the lease until 2035.
- 72. Upon information and belief, COGNETTI also converted for his own use valuable confidential and other assets of the COMPANY including an unpublished list of desirable employees, together with an itemization of their salaries, 6 nonpublic vendor lists (and contract and

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⁵ Indisputably, the COMPANY had an expectancy in the extension of its lease and liquor license which were offered by the LANDLORD. Further, the catering and events business, at the same location, is indisputably, the COMPANY's "line of business" and is "essential to its existence."

⁶ COGNETTI is quoted as saying "I would do every single thing that I could do in my power to keep [the employees] employed. The people that work with me are the foundation of my success." The Press Democrat, June 26, 2025.

supply terms), customer lists, relative value of customers. and other methods and techniques of doing business, which enabled DEFENDANTS to gain an unfair competitive advantage in not having to expend resources developing those assets for themselves.

- 73. BRINDARE rendered substantial assistance to, encouraged and/or aided and abetted COGNETTI's breach of fiduciary duty, including among other things, upon information and belief executing a lease with LANDLORD, obtaining the liquor license, setting up a competing website, booking events belonging to the COMPANY, and using the COMPANY's valuable nonpublic information to set up its own competing business in the ruins of the COMPANY's once profitable venture.
- 74. As a result of the conduct of the DEFENDANTS, and each of them. PLAINTIFF has suffered substantial economic loss and other damages all in an amount to be determined according to proof at the time of trial, including lost profits from the catering and events business. It is estimated that at least \$1 million in profits per year are being or will be diverted from PLAINTIFF through the expiration of the new lease term in 2035.
- 75. In addition, COGNETTI paid himself undisclosed profits of the COMPANY disguised as wages, without the COMPANY's consent. Upon information and belief, he also diverted business –including events from the COMPANY. Therefor an accounting is required.
- 76. The aforementioned acts of said DEFENDANTS, and each of them, were done maliciously, oppressively, and fraudulently, and PLAINTIFF is entitled to punitive and exemplary damages in an amount to be shown according to proof at trial.
- 77. PLAINTIFF seeks a disgorgement of profits or the imposition of a constructive trust over the misappropriated opportunities and property of the COMPANY.
- 78. In relation to the imposition of a constructive trust, PLAINTIFF hereby requests an order that directs DEFENDANTS to convey the property to the COMPANY at their cost, and to account to the COMPANY for net rents, issues or profits obtained from the property while they held it. This includes but is not limited to all profits from "BRINDARE" or any other brand used by DEFENDANTS to run the catering and events business.

WHEREFORE, PLAINTIFF prays for relief as set forth below.

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SECOND CAUSE OF ACTION INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE (Against All DEFENDANTS)

- 79. PLAINTIFF hereby incorporates by reference each of the paragraphs set forth above as though fully set forth hereinafter.
- 80. At all relevant times, PLAINTIFF enjoyed an economic relationship with the LANDLORD which rented the premises at 641 Main Street to PLAINTIFF under a long-term lease, which it offered to extend until 2035.
 - 81. PLAINTIFF also enjoyed an economic interest in the liquor license.
- 82. DEFENDANTS knew of the existence of these contracts and relationships, and knew of the proposed written lease amendment, and intentionally engaged in the wrongful conduct described above, including obtaining confidential information of PLAINTIFF concerning the proposed lease extension and using those terms to, upon information and belief, outbid PLAINTIFF for the space.
- 83. In addition, at all relevant times. COGNETTI owed fiduciary duties to the COMPANY; his interference with the COMPANY's existing and prospective contract and opportunities was itself wrongful. as was BRINDARE's aiding and abetting such breach of fiduciary duty. COGNETTI had no right to take a corporate opportunity and his doing so violated his fiduciary and contractual duties to the COMPANY.
- 84. Additionally, upon information and belief, COGNETTI is an officer and director of BRINDARE, and in that capacity, he personally directed or participated in the tortious conduct by BRINDARE.
- 85. DEFENDANTS knew that the interference was certain or substantially certain to occur as a result of their actions.
- 86. As a result of DEFENDANTS' conduct, the contracts and relationships were actually disrupted as LANDLORD did not extend the lease or the liquor license and instead offered them to DEFENDANTS.
- 87. As a proximate result of DEFENDANTS' conduct, PLAINTIFF suffered substantial economic loss in an amount to be determined according to proof at the time of trial, including lost

VERIFIED COMPLAINT

ATTORNEYS AT LAW

VERIFICATION

I, William Upson, declare:

I am the President of SAPANGO, INC. a party to this action, and I have read the foregoing Verified Complaint, and know its contents. The allegations therein are true of my own knowledge, except as to those matters which are stated on information and belief, and as to those matters, I believe them to be true.

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

Executed on 7.13.25.

William Upson

Vedder Price (CA), LLP

San Francisco

Exhibit A

AMENDMENT TO 641 MAIN STREET RESTAURANT LEASE

THIS AMENDMENT is made and entered into as of February 5, 2024 by and between VINELAND STATION, L.P., a California limited partnership ("Landlord"), and SAPANGO, INC., a California corporation ("Tenant").

Landlord and Tenant are the parties to that certain 641 Main Street Restaurant Lease dated August 5, 2015 with respect to certain premises, a portion of which is commonly identified as 641 Main Street, St. Helena, CA (the "Lease"). Landlord and Tenant desire to amend the Lease to, among other changes, extend the date of Term Expiration, give Landlord rights to terminate the Lease under certain conditions and to clarify the status of the liquor license used in connection with the business operated on the Premises and they, therefore, do hereby agree as follows:

- V 1. Extension of the Term. The date of Term Expiration, as set forth in the Basic Lease Information, is hereby amended to be December 31, 2035.
- 2. <u>Landlord's Option to Terminate</u>. Notwithstanding anything to the contrary in the Lease, Landlord may terminate the Lease upon at least one (1) year's prior notice to Tenant if William Frederick Upson and/or Anthony Nash Cognetti cease to be the chief executive officer and chief financial officer or to control the significant business decisions of Tenant. Upon the date of such termination, Tenant shall deliver possession of the Premises to Landlord in the condition required under the Lease.
- 3. <u>Liquor License</u>. Tenant is the co-licensee with 641 Main Street, LLC, a California limited liability company, an entity which is wholly-owned by Landlord under the liquor license (#562149) which is used for the restaurant business operated on the Premises. Upon the expiration or earlier termination of the Lease, promptly following Landlord's request and at Tenant's expense, Tenant shall execute and deliver such documents and take such other actions as may reasonably be requested by Landlord to terminate Tenant's rights under the liquor license and to transfer ownership and more fully vest ownership of the liquor license in 641 Main Street, LLC or its designee.
- 4. <u>Amendment of Exhibit A.</u> <u>Exhibit A</u> to the Lease is hereby deleted and <u>Exhibit A</u> to this Amendment is hereby substituted therefor.
- 5. Ratification. Landlord and Tenant hereby ratify and confirm the terms of the Lease as amended in paragraphs 1-4 above.
- 6. <u>Counterparts</u>. This Amendment may be executed in counterparts and all of such counterparts, taken together, shall constitute one and the same instrument.

· IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date first written above.

LANDLORD: TENANT:

VINELAND STATION, L.P.,
a California limited partnership

By: Friedrich Company, Inc.,
a California corporation
general partner

By:

By:

Name:

Name:

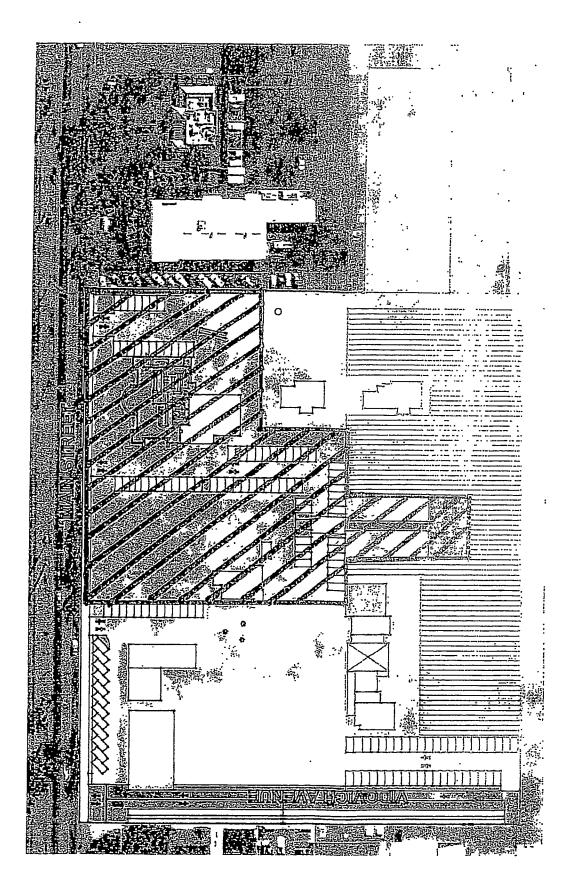
Name:

Name:

Title:

Rodney Friedrich President

Exhibit A



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VINELAND STATION L.P.

P.O. BOX 392 ST. HELENA, CA. 94574 707-486-7070

RodneyFriedrich@gmail.com

May 16, 2024

Sapango, Inc. 107 Caledonia Street Suite P Sausalito, CA. 94965 Attn: Bill Upson

Nash Cognetti 641 Main Street St. Helena, CA. 94574 (hand delivered)

Re: Extension of Expiration Date of 641 Main Street Restaurant Lease dated August 5, 2015 between Vineland Station L.P. and Sapango, Inc. (dba Tre Posti):

Gentlemen,

As we all know the lease between Vineland Station L.P. and Sapango, Inc. will expire on August 5, 2025.

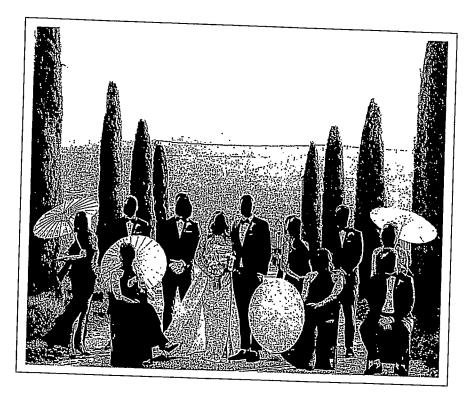
There have been deposits and event dates reserved beyond the August 5, 2025 Lease expiration date. This confirms the agreement of Vineland Station L.P. to extend the term of the Lease from August 5, 2025 until December 31, 2025, on which date the term of the Lease shall expire, in order to accommodate those existing deposits and reserved dates.

All other provisions of the Lease remain in effect.

Please confirm your agreement by signing and returning a copy of this letter, which shall constitute an amendment of the Lease, to Vineland Station L.P. This letter may be signed in counterparts, and all such counterparts, taken together, shall constitute one and the same agreement.

TENANT:	LANDLORD:
Sapango, Inc., a California corporation	Vineland Station, L.P., a California limited partnership
By: Name: William F. Upson Title: CEO, Secretary, CFO	By: Friedrich Company, Inc. a California corporation general partner
By: Name: Anthony Cognetti Title:	By

Exhibit C



A VINTAC TIMELES INSPIREI WEDDING BRINDARE IN VALLEY

Effortlessly elegant, filled with genuine moments, and styled to perfection. Their celebration brought together a refined aesthetic, a touch of vintage inspiration, and thoughtful details that told their story beautifully. Every element was intentionally chosen to create an atmosphere that felt both sophisticated and personal. In this blog, we're sharing a closer look at the details that made their day shine! From their custom signage and chic black-and-white dance floor to the subtle nods to wine country woven throughout their décor. Whether you're dreaming of a timeless vintage inspired wedding yourself or simply looking for inspiration, wedding is proof that the magic really is in the details!







Broadway and Vine with Mandy Gonzalez

AUGUST 14, 2025

STARTING: 07:30 PM

Brindare Napa 641 Main Street Napa, CA 94574

Email

Add to Favorites

Presented By: Broadway & Vine

Price: \$75 for Concert, \$145 for wine reception and premium concert

seating

sunset performance in the vineyards of St. Helena. Director Dan Lipton (THE BAND'S VISIT, THE LAST SHIP, DIRTY ROTTEN SCOUNDRELS) and full band for an unforgettable her solo show **EVERYTHING I KNOW: Mandy Gonzalez sings Lin-Manuel Miranda.** In Napa, she will be joined by Music Angelica in **HAMILTON**, Nina in **IN THE HEIGHTS**, and more. This fall, Mandy headlines Carnegie Hall with The New York Pops in Broadway, **Mandy Gonzalez** has starred as Norma Desmond in this year's Tony Nominated **SUNSET BLVD.**, Elphaba in **WICKED**, Valley. Enjoy a wine tasting reception featuring 6 Napa Valley wineries, followed by a sunset concert with Mandy and full band. On Join **Broadway & Vine** in welcoming Broadway star **Mandy Gonzalez** for an evening of stories and songs in the vineyards of Napa

John Jalley

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