

THARPE & HOWELL, LLP  
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Sherman Oaks, California 91403-3221

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ELECTRONICALLY FILED  
Superior Court of California,  
County of Orange  
08/18/2017 at 05:32:35 PM  
Clerk of the Superior Court  
By Jonathan Aguilar, Deputy Clerk

5 STACEY A. MILLER, ESQ.; STATE BAR NO.: 161628

6 Attorneys for Plaintiffs, PORSCHE LEASING LTD, and  
7 PORSCHE FINANCIAL SERVICES, INC. dba LAMBORGHINI FINANCIAL SERVICES

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF ORANGE – CENTRAL JUSTICE CENTER

10 Judge Linda Marks

11 PORSCHE LEASING LTD., and PORSCHE  
12 FINANCIAL SERVICES, INC. dba  
13 LAMBORGHINI FINANCIAL SERVICES,

14 Plaintiffs,

15 v.

16 STEVEN ATNEYEL, an individual; DIME  
17 CONSULTING, INC.; and DOES 1 to 10,  
18 inclusive,

19 Defendants.

Case No. 30-2017-00938811-CU-CL-CJC

Complaint Filed:  
*Civil Unlimited Jurisdiction*  
*[assigned to the Honorable \_\_\_\_, Dept \_\_]*

**VERIFIED COMPLAINT FOR POSSESSION  
OF PERSONAL PROPERTY, DEFICIENCY  
JUDGMENT, FORECLOSURE OF  
SECURITY INTEREST WITH DEFICIENCY  
JUDGMENT, BREACH OF EXPRESS  
WRITTEN CONTRACT, MONEY LENT AND  
ACCOUNT STATED**

20 Plaintiffs, PORSCHE LEASING LTD. and PORSCHE FINANCIAL SERVICES, INC. dba  
21 LAMBORGHINI FINANCIAL SERVICES, both Delaware Corporations, hereinafter referred to,  
22 collectively, as Plaintiff, allege as follows:

23 1. At all times mentioned herein, plaintiffs were and are corporations, authorized to do  
24 and doing business in the County of Orange in the State of California.

25 2. Plaintiffs are informed and believe and thereupon allege that defendant, STEVEN  
26 ATNEYEL (“ATNEYEL”) is a natural person and competent adult, residing in the City of Irvine,  
27 County of Orange, State of California.

28 3. Plaintiffs are informed and believe and thereupon allege that defendant DIME  
CONSULTING, INC. (“DIME”) is a California corporation, licensed to do and doing business in

1 the City of Tustin, County of Orange, State of California.

2 4. The true names and capacities of defendants DOES 1 through 10, inclusive, are  
3 unknown to plaintiffs who therefore sue said defendants by such fictitious names pursuant to  
4 Section 474 of the California *Code of Civil Procedure*. Plaintiffs will seek leave of court to amend  
5 this complaint when said true names and capacities have been ascertained.

6 5. At all times mentioned herein, each of the defendants, including the defendants  
7 served as DOE herein, were the agents and/or employees of each of the remaining defendants and  
8 in doing the things herein mentioned were acting within the scope of such agency and/or  
9 employment. Plaintiffs are further informed and believe and thereupon allege that each of the  
10 defendants, including the defendants served as DOE herein, ratified, approved, or condoned the  
11 actions of every other Defendant.

12 **FIRST CAUSE OF ACTION**

13 (Possession of Personal Property – against all Defendants)

14 6. Plaintiffs incorporate the allegations contained in Paragraphs 1 through 5, inclusive,  
15 as though fully set forth herein.

16 7. On or about February 27, 2016, in Beverly Hills, California, ATNEYEL and DIME  
17 (collectively, “Defendants”), entered into an agreement with O’Gara Coach Company, LLC  
18 entitled Motor Vehicle Lease Agreement – California (“Agreement”) for the lease of a new 2015  
19 Lamborghini Huracan LP610-4 Coupe, Vehicle Identification Number ZHWUC1ZF2FLA03392  
20 (“Vehicle”). Attached hereto as Exhibit “A”, and incorporated herein by reference, is a true and  
21 correct copy of the Agreement.

22 8. The Agreement provides that Defendants were to make thirty-six (36) consecutive  
23 monthly payments in the amount of \$3,238.79 commencing February 27, 2016. According to the  
24 terms of the Agreement, the monthly payment can change. The current monthly payment is  
25 \$3,231.29.

26 9. On or about February 27, 2016, O’Gara Coach Company, LLC assigned its rights,  
27 title and interest in the Agreement to Porsche Leasing Ltd., who thereafter provided it to Porsche  
28 Financial Services, Inc. dba Lamborghini Financial Services for servicing. See Exhibit “A”.

1           10. Pursuant to paragraph 25B of the Agreement, Defendants understood that they did  
2 not have an ownership interest in the Vehicle unless they exercised an Option to Purchase. No  
3 Option to Purchase has been exercised. Attached hereto as Exhibit "B", and incorporated herein by  
4 reference, is a true and correct copy of the State of California Certificate of Title, indicating  
5 Porsche Leasing Ltd as the lessor and registered owner with Defendants as the lessees of the  
6 Vehicle.

7           11. On or about May 30, 2017, Defendants defaulted on the Agreement by failing to  
8 make the payment due and Plaintiffs demanded return of the Vehicle. Pursuant to Paragraph 23B  
9 of the Agreement, Plaintiffs may accelerate the debt and demand the full amount due under the  
10 Agreement be paid immediately. Therefore, there is now due, owing and unpaid from the  
11 Defendants the approximate sum of \$216,524.14, plus additional charges pursuant to the terms of  
12 the Agreement. Interest accrues from May 30, 2017, at the legal rate of 10% per annum, until paid  
13 in full.

14           12. Defendants are also in default under the Agreement for failing to maintain the  
15 insurance as required under Paragraph 16 of the Agreement.

16           13. Plaintiffs have performed all obligations on their part to be performed under the  
17 terms of the Agreement.

18           14. Plaintiffs have made demand upon Defendants for possession of the Vehicle and  
19 Defendants have failed and refused, and continue to fail and refuse, to give Plaintiffs possession of  
20 the Vehicle.

21           15. By virtue of the foregoing facts, Plaintiffs are entitled to immediate possession of  
22 the Vehicle.

23           16. Plaintiffs are informed and believe and based thereon allege that the Defendants, or  
24 their agents, employees, and/or contractors, have the power to possess and control the Vehicle and  
25 hence continue to retain possession of the Vehicle for the purpose of deriving use and benefit  
26 therefrom. However, each refuses to return the Vehicle to Plaintiffs.

27           17. Plaintiffs are informed and believe and based thereon allege that the Vehicle may be  
28 located at or near the garage or parking space associated with Defendants at 79 Lupari, Irvine,

1 California 92618, 13217 Jamboree Road, Tustin, California 92782 and/or 5542 Research Drive,  
2 Huntington Beach, California 92649.

3 18. Plaintiffs are informed and believe and based thereon allege that the Vehicle has  
4 not been taken for a tax assessment or fine pursuant to a statute nor seized under an execution  
5 against the Vehicle.

6 19. As the Defendants, or their agents, employees and/or contractors are in possession  
7 or have knowledge of the location of the Vehicle, Plaintiffs have limited means of estimating its  
8 value. However, Plaintiffs believe that the approximate value of the Vehicle is \$175,500.00.  
9 Attached hereto as Exhibit "C", and incorporated herein by reference, is a true and correct copy of  
10 the Collectible Vehicle Value Guide for July – August, 2017. Any opinion of the approximate  
11 value of the Vehicle expressed by Plaintiffs is not intended or meant in any way to prejudice  
12 Plaintiffs' entitlement to a deficiency judgment in the event the sale of the Vehicle, under any  
13 applicable law, results in the recovery of a lesser sum.

14 20. As a result of the wrongful detention of the Vehicle, Plaintiffs have suffered the loss  
15 of the use and enjoyment of the Vehicle. Plaintiffs have further suffered damages due to  
16 depreciation and deterioration according to proof at trial.

17 21. Paragraphs 22 and 23 of the Agreement provides that the Defendants will pay  
18 Plaintiffs' reasonable attorneys' fees incurred in enforcing the terms of the Agreement, together  
19 with all costs incurred therewith. It has become necessary for Plaintiffs to engage the law firm of  
20 Tharpe & Howell for the purpose of bringing this action. Therefore, Plaintiffs are entitled to a  
21 further and additional sum for reasonable attorneys' fees which they have incurred in this action.

22 22. Neither the filing of this case nor the statement of this cause of action are intended  
23 to be construed as a waiver or other relinquishment of Plaintiffs' rights to proceed against the  
24 Vehicle in any manner provided in the Agreement or otherwise provided by law or in equity.

## 25 SECOND CAUSE OF ACTION

26 (Deficiency Judgment – Against All Defendants)

27 23. Plaintiffs incorporate the allegations contained in Paragraphs 1 through 5 and 7  
28 through 22 inclusive, as though fully set forth herein.

1 24. Upon recovery of the Vehicle, Plaintiffs will send Defendants notice of their intent  
2 to sell the Vehicle to the extent required, if so required.

3 25. If the Plaintiffs do not redeem the default, Plaintiffs will then sell the Vehicle to  
4 establish any gain or loss after repossession. If there is a deficiency, Plaintiffs are entitled to a  
5 judgment against the Defendants for the amount of such deficiency.

6 **THIRD CAUSE OF ACTION**

7 (Foreclosure of Security Interest with Deficiency Judgment – Against All Defendants)

8 26. Plaintiffs incorporate the allegations contained in Paragraphs 1 through 5, 7 through  
9 22 and 24 through 25 inclusive, as though fully set forth herein.

10 27. As a result of the Defendants’ default, Plaintiffs are also entitled to enforce its  
11 security interest in the Vehicle by judicial foreclosure of all the Defendants’ rights therein through  
12 a public sale by the proper judicial officer.

13 **FOURTH CAUSE OF ACTION**

14 (Breach of Express Written Contract – Against All Defendants)

15 28. Plaintiffs incorporate the allegations contained in Paragraphs 1 through 5, 7 through  
16 22 and 24 through 25 inclusive, as though fully set forth herein.

17 29. Plaintiffs have performed all conditions on their part to be performed under the  
18 Agreement.

19 30. Defendants have defaulted on the Agreement by failing to make payments thereon  
20 when due.

21 31. There is now due, owing and unpaid from the Defendants to Plaintiffs, despite  
22 demand therefore, on the Agreement, the sum of \$216,524.14, plus additional charges pursuant to  
23 the terms of the Agreement. Interest accrues from May 30, 2017, at the legal rate of 10% per  
24 annum, until paid in full.

25 32. Paragraphs 22 and 23 of the Agreement provides that the Defendants will pay  
26 Plaintiffs’ reasonable attorneys’ fees incurred in enforcing the terms of the Agreement, together  
27 with all costs incurred therewith. It has become necessary for Plaintiffs to engage the law firm of  
28 Tharpe & Howell for the purpose of bringing this action. Therefore, Plaintiffs are entitled to a

1 further and additional sum for reasonable attorneys' fees which it has incurred in this action.

2 **FIFTH CAUSE OF ACTION**

3 (Money Lent – Against All Defendants)

4 33. Plaintiffs incorporate the allegations contained in Paragraphs 1 through 5 inclusive,  
5 as though fully set forth herein.

6 34. Within the last four (4) years, Defendants became indebted to Plaintiffs in the sum  
7 of \$216,524.14, plus additional charges pursuant to the terms of the Agreement, for money lent by  
8 Plaintiff to Defendants at their special instance and request.

9 35. Despite demand therefor, Defendants have failed and refused and continue to fail  
10 and refuse to pay the balance due, owing and unpaid to Plaintiffs in the sum of \$216,524.14, plus  
11 additional charges pursuant to the terms of the Agreement.

12 **SIXTH CAUSE OF ACTION**

13 (Account Stated – Against All Defendants)

14 36. Plaintiffs incorporate the allegations contained in Paragraphs 1 through 5 inclusive,  
15 as though fully set forth herein.

16 37. Within the last four (4) years, an account was stated in writing by and between  
17 Plaintiffs and Defendants, wherein it was agreed that the Defendants were indebted to Plaintiffs in  
18 the sum \$216,524.14, plus additional charges pursuant to the terms of the Agreement.

19 38. Despite demand therefor, Defendants have failed and refused and continue to fail  
20 and refuse to pay the balance due, owing and unpaid to Plaintiffs in the sum of \$216,524.14, plus  
21 additional charges pursuant to the terms of the Agreement.

22 WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as  
23 follows:

24 **ON THE FIRST CAUSE OF ACTION:**

25 1. For an order directing Defendants, or their agents, employees and/or contractors to  
26 forfeit and deliver possession of the Vehicle to Plaintiffs, or, if the Vehicle cannot be delivered, for  
27 its value;

28 2. For damages equal to the rental value of the Vehicle according to proof;

1           3.     For damages caused by depreciation and deterioration of the Vehicle according to  
2 proof;

3           4.     Pre-judgment interest according to proof;

4           5.     For costs of suit incurred herein, including reasonable attorneys' fees; and

5           6.     For such other and further relief as the court may deem just and proper.

6           **ON THE SECOND CAUSE OF ACTION:**

7           1.     For damages according to proof as allowed by law, together with interest at the legal  
8 rate from the date of judgment;

9           2.     For costs of suit incurred herein, including reasonable attorneys' fees; and

10          3.     For such other and further relief as the court may deem just and proper.

11          **ON THE THIRD CAUSE OF ACTION:**

12          1.     For an order directing public sale of the Vehicle herein described to foreclose all of  
13 the Defendants' rights therein and to apply the proceeds in the following order:

14           A,     To the costs of taking, keeping, and selling the Vehicle;

15           B,     To the satisfaction of damages and interest thereon under the Agreement;

16           C.     To costs of suit;

17           D.     To reasonable attorneys' fees; and

18          2.     For a judgment against Defendants and in favor of Plaintiffs for any deficiency that  
19 may remain after applying the proceeds of the sale of the Vehicle as specified above or, if no  
20 deficiency exists, for a judgment that the remaining proceeds be used to satisfy the indebtedness of  
21 Defendants to any subordinate secured creditor if written notification of demand therefore is  
22 received before distribution of the proceeds of the sale of the Vehicle is complete.

23          **FOR THE FOURTH, FIFTH AND SIXTH CAUSES OF ACTION:**

24          1.     For damages in the sum of \$216,524.14, plus additional charges pursuant to the  
25 terms of the Agreement;

26          2.     For interest from May 30, 2017, at the legal rate of 10% until paid in full;

27          ///

28          ///

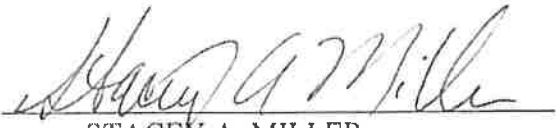
THARPE & HOWELL, LLP  
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- 3. For costs of suit incurred herein, including reasonable attorneys' fees; and
- 4. For such other and further relief as the court may deem just and proper.

Dated: August 18, 2017

THARPE & HOWELL, LLP

By: 

STACEY A. MILLER  
Attorneys for Plaintiffs, PORSCHE  
LEASING LTD. and PORSCHE  
FINANCIAL SERVICES, INC. dba  
LAMBORGHINI FINANCIAL  
SERVICES

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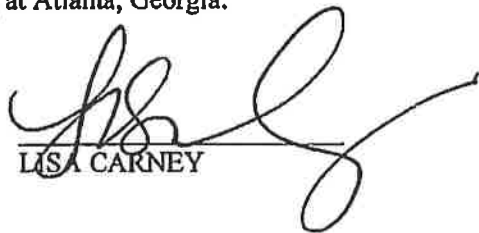
VERIFICATION

The undersigned declares as follows:

I am employed as the Manager of Customer Service for PORSCHE FINANCIAL SERVICES, INC., a Delaware corporation ("Plaintiff"). I am authorized to make this Verification for and on Plaintiff's behalf and I make this Verification for that reason. I have read the foregoing VERIFIED COMPLAINT FOR POSSESSION OF PERSONAL PROPERTY, DEFICIENCY JUDGMENT, FORECLOSURE OF SECURITY INTEREST WITH DEFICIENCY JUDGMENT, BREACH OF EXPRESS WRITTEN CONTRACT, MONEY LENT AND ACCOUNT STATED and know its contents. The matters stated therein are true of my own knowledge except as to those matters 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 Aug 18, 2017 at Atlanta, Georgia.

  
LISA CARNEY

**EXHIBIT "A"**



Lamborghini Financial Services

Contact us at (888) 641-6388

1. LESSOR AND LESSEE

Table with columns for Lessor Name and Address, Lessee Name and Address, Vehicle Make/Model, and Lease Term.

Lessor and Lessee, jointly and severally, warrant that they are the legal owners of the leased vehicle described below ("Vehicle") according to the records and records on file with the State of California and that the Vehicle is not subject to any lien, charge, or other encumbrance.

2. VEHICLE DESCRIPTION. A. LEASED VEHICLE. Table with columns for Year, Make, Model, Body Style, Vehicle Number, and Vehicle Identification Number.

3. MONTHLY PAYMENTS OR SINGLE PAYMENT. A. Monthly Payment. B. Other Charges. C. Total of Payments.

4. FINANCIAL STATEMENT OF AMOUNT DUE AT LEASE STARTING OR DELIVERY. A. Amount Due at Lease Signing or Delivery. B. New Amount Due at Lease Signing or Delivery.

5. YOUR MONTHLY PAYMENT OR SINGLE PAYMENT IS DETERMINED AS SHOWN BELOW. A. Lease Cost. B. Depreciation. C. Total of Base Monthly Payments or Single Payment.

6. ESTIMATED ORIGINAL FEES AND TAXES. A. Estimated License Tax. B. Estimated Personal Property Tax. C. Estimated License, Registration and Certificate of Title Fees.

7. WARRANTIES AND NOTICES. California law does not provide for a "cooling-off" or other cancellation period for vehicle leases. Therefore, you cannot later cancel this lease simply because you change your mind.

Signature lines for Lessor and Lessee, and a section for Other Documents and Fees.

1. The first part of the document discusses the general principles of the law of contract, including the formation of a contract, the elements of a contract, and the enforceability of a contract. It covers the requirements for offer and acceptance, the necessity of consideration, and the legal capacity of the parties to a contract.

2. The second part of the document deals with the performance of a contract and the remedies available in the event of a breach. It discusses the duty of good faith and fair dealing, the concept of frustration of a contract, and the various remedies such as specific performance, damages, and rescission.

3. The third part of the document focuses on the law of tort, particularly the tort of negligence. It examines the elements of negligence, including duty of care, breach of duty, and causation. It also discusses the defenses to negligence and the measures of damages for a tortious wrong.

4. The fourth part of the document addresses the law of property, specifically the acquisition and transfer of property. It covers the concepts of title, possession, and the various ways in which property can be transferred, such as by deed, gift, or will.

5. The fifth part of the document discusses the law of trusts and fiduciary duties. It explains the nature of a trust, the duties of a trustee, and the remedies available to a beneficiary in the event of a breach of trust.

6. The sixth part of the document deals with the law of succession, including the rules of intestacy and the validity of wills. It discusses the requirements for a valid will and the distribution of an estate in the absence of a will.

7. The seventh part of the document covers the law of evidence, including the rules of admissibility and the burden of proof. It discusses the various types of evidence and the methods of proving a fact in court.

8. The eighth part of the document discusses the law of procedure, including the rules of civil procedure and the various stages of a lawsuit. It covers the process of filing a complaint, the discovery process, and the trial and judgment.

9. The ninth part of the document deals with the law of arbitration and alternative dispute resolution. It discusses the advantages and disadvantages of arbitration and the various methods of resolving disputes outside of court.

10. The tenth part of the document discusses the law of consumer protection and the rights of consumers. It covers the various consumer protection laws and the remedies available to consumers in the event of a purchase of defective goods or services.

**EXHIBIT "B"**

TO PROPERLY RELEASE YOUR LIABILITY, PLEASE READ AND FOLLOW INSTRUCTIONS ON REVERSE SIDE  
 SECTIONS A-J MUST BE COMPLETED IN FULL. PRINT IN CAPITAL LETTERS - USE BLACK OR BLUE INK

**NOTICE OF TRANSFER AND  
 RELEASE OF LIABILITY**

MAIL THIS PORTION TO DMV OR FILE ONLINE AT [dmv.ca.gov](http://dmv.ca.gov)

**A. NEW OWNER LAST NAME, OR COMPANY NAME** \_\_\_\_\_ **FIRST** \_\_\_\_\_

**B. NEW OWNER ADDRESS** \_\_\_\_\_ **CITY** \_\_\_\_\_ **STATE** \_\_\_\_\_ **ZIP CODE** \_\_\_\_\_

**C. OLD OWNER LAST NAME, OR COMPANY NAME** \_\_\_\_\_ **FIRST** \_\_\_\_\_

**D. CITY** \_\_\_\_\_ **STATE** \_\_\_\_\_ **ZIP CODE** \_\_\_\_\_

**E. DATE OF SALE/RELEASE (M, D, YR)** \_\_\_\_\_

**F. SELLER OR LESSEE LAST NAME (OR COMPANY NAME)** \_\_\_\_\_ **FIRST** \_\_\_\_\_

**G. SELLER OR LESSEE ADDRESS** \_\_\_\_\_ **CITY** \_\_\_\_\_ **STATE** \_\_\_\_\_ **ZIP CODE** \_\_\_\_\_

**H. SELLER OR LESSEE ADDRESS** \_\_\_\_\_ **CITY** \_\_\_\_\_ **STATE** \_\_\_\_\_ **ZIP CODE** \_\_\_\_\_

**I. SELLER OR LESSEE SIGNATURE** \_\_\_\_\_

**J. VEHICLE INFORMATION**  
 VEHICLE ID NUMBER: **ZHWUC1Z7F2FLA03392**  
 YR. MODEL MAKE: **2015 LMB0**  
 PLATE NUMBER: **7RVN343**

PSR 1004 (REV. 12/2012)

**STATE OF CALIFORNIA**

**CXW1603108A** **CERTIFICATE OF TITLE** **VEHICLE HISTORY**

**AUTOMOBILE**

VEHICLE ID NUMBER: **ZHWUC1Z7F2FLA03392** YR. MODEL MAKE: **2015 LMB0** PLATE NUMBER: **7RVN343**

AX (UNLADEN) WEIGHT: **CP** FUEL: **G** TRANSFER DATE: **03/02/2017** FEES PAID: **NONE** REGISTRATION EXPIRATION DATE: **03/10/16**

YR. 1ST SOLD: **2016** CLASS: **NA** YR. MO: **XP** EQUIPMENT NUMBER: **03/10/16** ISSUE DATE: **03/10/16**

MOTORCYCLE ENGINE NUMBER: \_\_\_\_\_ ODOMETER DATE: **02/27/2016** ODOMETER READING: **63 MI**

ACTUAL MILEAGE: \_\_\_\_\_

**REGISTERED OWNERS:**  
 PORSCHE LSG LTD LSR  
 DINE CONSULTING INC  
 ATNEYEL STEVEN S LSE  
 13217 JAMBOREE RD STE 492  
 TUSTIN CA 92782

I certify (or declare) under penalty of perjury under the laws of the State of California that THE SIGNATURE(S) BELOW RELEASES INTEREST IN THE VEHICLE.

1a. DATE: **X** SIGNATURE OF REGISTERED OWNER: \_\_\_\_\_

1b. DATE: **X** SIGNATURE OF REGISTERED OWNER: \_\_\_\_\_

Federal and State law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

The odometer now reads \_\_\_\_\_ (no tenths), miles and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked.

WARNING:  Odometer reading is not the actual mileage  Mileage exceeds the odometer mechanical limit.

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

SELLER OR LESSEE SIGNATURE: **X** BUYER SIGNATURE: **X**

PRINTED NAME OF SELLER OR LESSEE: \_\_\_\_\_ PRINTED NAME OF BUYER OR MOTOR VEHICLE PURCHASER: \_\_\_\_\_

**IMPORTANT READ CAREFULLY**  
 Any change of Lienholder (holder of security interest) must be reported to the Department of Motor Vehicles within 10 days.

Lienholder(s):  
 1. PORSCHE LSG LTD  
 1. PORSCHE DRIVE  
 ATLANTA  
 GA 30354

2. **X** Signature releases interest in vehicle. (Company names must be countersigned)  
 Release Date: \_\_\_\_\_

**024768** **CA164294747**  
 REG. 173005 (REV. 10/2012)

**KEEP IN A SAFE PLACE - VOID IF ALTERED**

14. Dealer new sale. One of the following statements divided **WARNING-Usage** is not the actual change:  exceeds the odometer indicated on the title,  is not the actual change.  correct. The odometer number is correct. (Do not check and to the best of my knowledge reflects the actual mileage of the vehicle unless I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.)

15. Dealer new sale. One of the following statements divided **WARNING-Usage** is not the actual change:  exceeds the odometer indicated on the title,  is not the actual change.  correct. The odometer number is correct. (Do not check and to the best of my knowledge reflects the actual mileage of the vehicle unless I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.)

16. Auction or appraisals. One of the following statements divided **WARNING-Usage** is not the actual change:  exceeds the odometer indicated on the title,  is not the actual change.  correct. The odometer number is correct. (Do not check and to the best of my knowledge reflects the actual mileage of the vehicle unless I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.)

17. Auction or appraisals. One of the following statements divided **WARNING-Usage** is not the actual change:  exceeds the odometer indicated on the title,  is not the actual change.  correct. The odometer number is correct. (Do not check and to the best of my knowledge reflects the actual mileage of the vehicle unless I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.)

18. Auction or appraisals. One of the following statements divided **WARNING-Usage** is not the actual change:  exceeds the odometer indicated on the title,  is not the actual change.  correct. The odometer number is correct. (Do not check and to the best of my knowledge reflects the actual mileage of the vehicle unless I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.)

The odometer number reflected above may not agree with Federal law. The odometer below reflects the actual mileage recorded by the dealer, and certifies to the odometer reading entered above. Failure to complete or making a false statement may result in fines and/or imprisonment.

FEDERAL LAW REQUIRES THAT YOU SIGN THE MESSAGE UPON TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR MAKING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

**TITLE REQUIREMENTS BY LICENSED CALIFORNIA DEALERS**

19. Dealer new sale. One of the following statements divided **WARNING-Usage** is not the actual change:  exceeds the odometer indicated on the title,  is not the actual change.  correct. The odometer number is correct. (Do not check and to the best of my knowledge reflects the actual mileage of the vehicle unless I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.)

20. Dealer new sale. One of the following statements divided **WARNING-Usage** is not the actual change:  exceeds the odometer indicated on the title,  is not the actual change.  correct. The odometer number is correct. (Do not check and to the best of my knowledge reflects the actual mileage of the vehicle unless I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.)

21. Dealer new sale. One of the following statements divided **WARNING-Usage** is not the actual change:  exceeds the odometer indicated on the title,  is not the actual change.  correct. The odometer number is correct. (Do not check and to the best of my knowledge reflects the actual mileage of the vehicle unless I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.)

Any change of registered owner or holder must be recorded with the Department of Motor Vehicles (DMV) within ten (10) days. This title, transfer fee and in most instances, use tax and a smog certificate must be presented to DMV to record the ownership change.

**APPLICATION FOR TRANSFER BY NEW OWNER**

(Please print or type.)

22. TRUE FULL NAME(S) OF NEW REGISTRAR: (LAST, FIRST, MIDDLE, AS IT APPEARS ON DRIVER LICENSE OR ID CARD)

23. ADDRESS OF NEW REGISTRAR: (STREET ADDRESS, CITY, COUNTY AND ZIP CODE)

24. MAKE AND MODEL OF VEHICLE: (YEAR, MAKE AND MODEL AS IT APPEARS ON DRIVER LICENSE OR ID CARD)

25. TYPE OF VEHICLE: (PASSENGER, TRUCK, MOTORCYCLE, BOAT, AIRCRAFT, ETC.)

26. COUNTY OF REGISTRATION: (COUNTY NAME)

27. CITY OF REGISTRATION: (CITY NAME)

28. STATE OF REGISTRATION: (STATE NAME)

29. ZIP CODE: (ZIP CODE)

30. DATE OF REGISTRATION: (DATE)

**INSTRUCTIONS FOR COMPLETING NOTICE OF TRANSFER AND RELEASE OF LIABILITY**

- (A) Print name of new owner
- (B) Enter new owner's address
- (C) Enter odometer reading at the time of sale (motor vehicles only)
- (D) Print new owner's city, state, and ZIP code
- (E) Enter date you sold or transferred the described vehicle
- (F) Enter selling price (in whole dollars-no cents). If vehicle is a gift, enter "0"
- (G) Print your name
- (H) Print your address.
- (I) Sign your name while designated
- (J) Print your city, state and ZIP code

FILE ONLINE, OR MAIL THIS COMPLETED NOTICE TO:

DEPARTMENT OF MOTOR VEHICLES  
P.O. BOX 942835  
SACRAMENTO, CA 94294-6001

**IMPORTANT NOTICE — DO NOT DETACH UNTIL SOLD**

COMPLETE THIS FORM ONLINE AT [dmv.ca.gov](http://dmv.ca.gov) AND PRINT A RECEIPT FOR YOUR RECORDS. IF YOU MAIL THIS FORM, KEEP A COPY FOR YOUR RECORDS.

You are required by law to notify the Department of Motor Vehicles within (5) days from the date you sell or otherwise dispose of a vehicle. This form is provided for use in reporting the sale or transfer to the Department, and does not constitute application for transfer of ownership (Title). This form is to be used ONLY for the vehicle described on the attached title.

When this form is properly completed and the information is recorded by DMV (see WARNING below), liability for parking and/or traffic violations and civil litigation resulting from operation after the date of sale becomes the responsibility of the subsequent purchaser(s).

**WARNING:** If you provide incomplete, inaccurate or unclear information, the information shall not be updated or retained. TO REMOVE YOUR NAME FROM DMV'S RECORDS, THE NEW OWNER MUST APPLY FOR TRANSFER USING THE ENDORSED CERTIFICATE OF TITLE (OWNERSHIP) RECEIVED FROM YOU.

FILE ONLINE, OR MAIL THIS COMPLETED NOTICE TO:

DEPARTMENT OF MOTOR VEHICLES  
P.O. BOX 942835  
SACRAMENTO, CA 94294-6001

**EXHIBIT "C"**



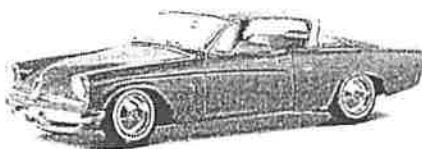
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Collectible, Luxury, Exotic & Highline  
Cars and Light Trucks 1946-2017

Older Used Cars and Light Trucks 1946-2002

July - August 2017

		Feb #1	Excel #2	Good #3	% Chg		
<b>LAMBORGHINI</b>						<b>LANCIA</b>	
2014	Gallardo LP550-4 Coupe	118700	156475	134500	-3	1973-75	Stratos HP Stradale Coupe
	Gallardo LP550-3 Spyder	123300	162525	140125	-3	1975-77	Scorpion Coupe
	Gallardo LP560-4 Coupe	124950	164700	142500	-2	1978-81	Beta Coupe
	Gallardo LP560-4 Spyder	128500	171100	147500	-1	1979-82	Zagato
	Gallardo LP570-4 Superleggera Coupe	136575	182500	157500	-1	<b>LAND ROVER</b>	
	Gallardo LP570-4 Performante Spyder	144000	189900	163725	-3	1960-75	Utility 109"
	Aventador LP700-4 Coupe	268400	333500	305000	-3		Utility 88"
	Aventador LP700-4 Roadster	294800	383500	335000	-3	1970-72	Range Rover
	Aventador LP720-4 Coupe 50 Aniv	335500	442250	382250	-9	1973-81	Range Rover
	Aventador LP720-4 Roadster 50 Aniv	368500	487250	418750	-6	1983-85	Range Rover
2015	Huracan LP610-4 Coupe	175500	222100	195000	-4	1985-87	Range Rover
	Aventador LP700-4 Coupe	297000	376200	330000	-3	1988	Range Rover
	Aventador LP700-4 Roadster	324000	410400	360000	-3	1989	Range Rover
2016	Huracan LP580-1 Coupe	173875	211675	189000	+2		Range Rover County
	Huracan LP610-4 Coupe	193200	252500	218000	-3	1990	Range Rover
	Huracan LP610-4 Spyder	225600	274400	245000	-2		Range Rover County
	Aventador LP700-4 Coupe	331200	423200	360000	-3	1991	Range Rover
	Aventador LP700-4 Roadster	368000	460000	400000	-3		Range Rover Hunter
	Aventador LP750-4 SV Coupe		MSRP: 493100				Range Rover County
	Aventador LP750-4 SV Roadster		MSRP: 530000				Range Rover Great Divide
2017	Huracan LP580-3 Coupe		MSRP: 186000			1992	Range Rover
	Huracan LP610-4 Coupe		MSRP: 220000				Range Rover County
	Huracan LP580-3 Spyder		MSRP: 222000			1993	Defender 110
	Huracan LP610-4 Spyder		MSRP: 256000				Range Rover County
	Aventador LP760-4 S Coupe		MSRP: 421000				Range Rover County LWB
	Aventador LP700-4 Roadster		MSRP: 448000			1994	Discovery
	Aventador LP750-4 SV Roadster		MSRP: 530000				Defender 90
	Centenario Coupe		MSRP: 1500000				Range Rover County
	Centenario Roadster		MSRP: 2235000				Range Rover County LWB
<b>LANCIA</b>							
1950-53	Aurelia Cabriolet B50	105000	227500	150000	0	1995	Discovery
1951-58	Aurelia Coupe	85000	180000	130000	0		Defender 90
1954-55	Aurelia Spider B04	675000	1300000	1000000	0		Range Rover SE
1956-59	Aurelia Centenario B24	210000	390000	230000	0	1996	Range Rover County Classic
1957-63	Appia Coupe	22500	70000	37500	0		Discovery
	Appia Cabriolet	27800	85000	45200	0		Defender 90
1965-68	Fulvia HF Coupe	18900	61425	31500	+5		Range Rover SE
1965-76	Fulvia Coupe	5325	22150	10825	0	1997	Range Rover HSE
1969-70	Fulvia Zagato Sport Coupe	17100	53350	28500	+4		Discovery SD
1971-73	Fulvia HF Fanaloco Coupe	27000	85000	45000	0		Discovery SE
	Fulvia HF Coupe	19500	47750	22500	0		Discovery SD

Please call with questions, comments or suggestions: (813) 317-4228.

Please see page 249 for coefficient definitions.