ELECTRONICALLY FILED 1 THARPE & HOWELL, LLP Superior Court of California. 15250 Ventura Boulevard, Ninth Floor County of Orange 2 Sherman Oaks, California 91403 08/18/2017 at 05:32:35 PM (818) 205-9955; (818) 205-9944 fax Clerk of the Superior Court 3 By Jonathan Aguilar Deputy Clerk STACEY A. MILLER, ESQ.; STATE BAR NO.: 161628 4 Attorneys for Plaintiffs, PORSCHE LEASING LTD, and PORSCHE FINANCIAL SERVICES, INC. dba LAMBORGHINI FINANCIAL SERVICES 5 6 7 SUPERIOR COURT OF THE STATE OF CALIFORNIA 8 COUNTY OF ORANGE – CENTRAL JUSTICE CENTER 9 10 Judge Linda Marks 15250 Ventura Boulevard, Ninth Floor PORSCHE LEASING LTD., and PORSCHE Case No. 30-2017-00938811-CU-CL-CJC Sherman Oaks, California 91403-3221 11 FINANCIAL SERVICES, INC. dba THARPE & HOWELL, LLP LAMBORGHINI FINANCIAL SERVICES, Complaint Filed: 12 Civil Unlimited Jurisdiction [assigned to the Honorable , Dept] Plaintiffs. 13 VERIFIED COMPLAINT FOR POSSESSION 14 OF PERSONAL PROPERTY, DEFICIENCY JUDGMENT, FORECLOSURE OF 15 STEVEN ATNEYEL, an individual; DIME SECURITY INTEREST WITH DEFICIENCY CONSULTING, INC.; and DOES 1 to 10, JUDGMENT, BREACH OF EXPRESS 16 inclusive, WRITTEN CONTRACT, MONEY LENT AND ACCOUNT STATED 17 Defendants. 18 Plaintiffs, PORSCHE LEASING LTD. and PORSCHE FINANCIAL SERVICES, INC. dba 19 LAMBORGHINI FINANCIAL SERVICES, both Delaware Corporations, hereinafter referred to, 20 collectively, as Plaintiff, allege as follows: 21 At all times mentioned herein, plaintiffs were and are corporations, authorized to do 22 1. and doing business in the County of Orange in the State of California. 23 Plaintiffs are informed and believe and thereupon allege that defendant, STEVEN 24 2. ATNEYEL ("ATNEYEL") is a natural person and competent adult, residing in the City of Irvine, 25 26 County of Orange, State of California. Plaintiffs are informed and believe and thereupon allege that defendant DIME 27 CONSULTING, INC. ("DIME") is a California corporation, licensed to do and doing business in 28

VERIFIED COMPLAINT FOR POSSESSION OF PERSONAL PROPERTY, et al.

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

- 4. The true names and capacities of defendants DOES 1 through 10, inclusive, are unknown to plaintiffs who therefore sue said defendants by such fictitious names pursuant to Section 474 of the California Code of Civil Procedure. Plaintiffs will seek leave of court to amend this complaint when said true names and capacities have been ascertained.
- At all times mentioned herein, each of the defendants, including the defendants 5. served as DOE herein, were the agents and/or employees of each of the remaining defendants and in doing the things herein mentioned were acting within the scope of such agency and/or employment. Plaintiffs are further informed and believe and thereupon allege that each of the defendants, including the defendants served as DOE herein, ratified, approved, or condoned the actions of every other Defendant.

FIRST CAUSE OF ACTION

(Possession of Personal Property – against all Defendants)

- Plaintiffs incorporate the allegations contained in Paragraphs 1 through 5, inclusive, 6. as though fully set forth herein.
- On or about February 27, 2016, in Beverly Hills, California, ATNEYEL and DIME 7. (collectively, "Defendants"), entered into an agreement with O'Gara Coach Company, LLC entitled Motor Vehicle Lease Agreement - California ("Agreement") for the lease of a new 2015 Lamborghini Huracan LP610-4 Coupe, Vehicle Identification Number ZHWUC1ZF2FLA03392 ("Vehicle"). Attached hereto as Exhibit "A", and incorporated herein by reference, is a true and correct copy of the Agreement.
- The Agreement provides that Defendants were to make thirty-six (36) consecutive 8. monthly payments in the amount of \$3,238.79 commencing February 27, 2016. According to the terms of the Agreement, the monthly payment can change. The current monthly payment is \$3,231.29.
- On or about February 27, 2016, O'Gara Coach Company, LLC assigned its rights, 9. title and interest in the Agreement to Porsche Leasing Ltd., who thereafter provided it to Porsche Financial Services, Inc. dba Lamborghini Financial Services for servicing. See Exhibit "A".

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- 10. Pursuant to paragraph 25B of the Agreement, Defendants understood that they did not have an ownership interest in the Vehicle unless they exercised an Option to Purchase. No Option to Purchase has been exercised. Attached hereto as Exhibit "B", and incorporated herein by reference, is a true and correct copy of the State of California Certificate of Title, indicating Porsche Leasing Ltd as the lessor and registered owner with Defendants as the lessees of the Vehicle.
- On or about May 30, 2017, Defendants defaulted on the Agreement by failing to 11. make the payment due and Plaintiffs demanded return of the Vehicle. Pursuant to Paragraph 23B of the Agreement, Plaintiffs may accelerate the debt and demand the full amount due under the Agreement be paid immediately. Therefore, there is now due, owing and unpaid from the Defendants the approximate sum of \$216,524.14, plus additional charges pursuant to the terms of the Agreement. Interest accrues from May 30, 2017, at the legal rate of 10% per annum, until paid in full.
- Defendants are also in default under the Agreement for failing to maintain the 12. insurance as required under Paragraph 16 of the Agreement.
- Plaintiffs have performed all obligations on their part to be performed under the 13. terms of the Agreement.
- Plaintiffs have made demand upon Defendants for possession of the Vehicle and 14. Defendants have failed and refused, and continue to fail and refuse, to give Plaintiffs possession of the Vehicle.
- By virtue of the foregoing facts, Plaintiffs are entitled to immediate possession of 15. the Vehicle.
- Plaintiffs are informed and believe and based thereon allege that the Defendants, or 16. their agents, employees, and/or contractors, have the power to possess and control the Vehicle and hence continue to retain possession of the Vehicle for the purpose of deriving use and benefit therefrom. However, each refuses to return the Vehicle to Plaintiffs.
- 17. Plaintiffs are informed and believe and based thereon allege that the Vehicle may be located at or near the garage or parking space associated with Defendants at 79 Lupari, Irvine,

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

- 18. Plaintiffs are informed and believe and based thereon allege that the Vehicle has not been taken for a tax assessment or fine pursuant to a statute nor seized under an execution against the Vehicle.
- As the Defendants, or their agents, employees and/or contractors are in possession 19. or have knowledge of the location of the Vehicle, Plaintiffs have limited means of estimating its value. However, Plaintiffs believe that the approximate value of the Vehicle is \$175,500.00. Attached hereto as Exhibit "C", and incorporated herein by reference, is a true and correct copy of the Collectible Vehicle Value Guide for July - August, 2017. Any opinion of the approximate value of the Vehicle expressed by Plaintiffs is not intended or meant in any way to prejudice Plaintiffs' entitlement to a deficiency judgment in the event the sale of the Vehicle, under any applicable law, results in the recovery of a lesser sum.
- As a result of the wrongful detention of the Vehicle, Plaintiffs have suffered the loss 20. of the use and enjoyment of the Vehicle. Plaintiffs have further suffered damages due to depreciation and deterioration according to proof at trial.
- Paragraphs 22 and 23 of the Agreement provides that the Defendants will pay 21. Plaintiffs' reasonable attorneys' fees incurred in enforcing the terms of the Agreement, together with all costs incurred therewith. It has become necessary for Plaintiffs to engage the law firm of Tharpe & Howell for the purpose of bringing this action. Therefore, Plaintiffs are entitled to a further and additional sum for reasonable attorneys' fees which they have incurred in this action.
- Neither the filing of this case nor the statement of this cause of action are intended 22. to be construed as a waiver or other relinquishment of Plaintiffs' rights to proceed against the Vehicle in any manner provided in the Agreement or otherwise provided by law or in equity.

SECOND CAUSE OF ACTION

(Deficiency Judgment - Against All Defendants)

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

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- 24. Upon recovery of the Vehicle, Plaintiffs will send Defendants notice of their intent to sell the Vehicle to the extent required, if so required.
- 25. If the Plaintiffs do not redeem the default, Plaintiffs will then sell the Vehicle to establish any gain or loss after repossession. If there is a deficiency, Plaintiffs are entitled to a judgment against the Defendants for the amount of such deficiency.

THIRD CAUSE OF ACTION

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

- Plaintiffs incorporate the allegations contained in Paragraphs 1 through 5, 7 through 26. 22 and 24 through 25 inclusive, as though fully set forth herein.
- As a result of the Defendants' default, Plaintiffs are also entitled to enforce its 27. security interest in the Vehicle by judicial foreclosure of all the Defendants' rights therein through a public sale by the proper judicial officer.

FOURTH CAUSE OF ACTION

(Breach of Express Written Contract – Against All Defendants)

- Plaintiffs incorporate the allegations contained in Paragraphs 1 through 5, 7 through 28. 22 and 24 through 25 inclusive, as though fully set forth herein.
- Plaintiffs have performed all conditions on their part to be performed under the 29. Agreement.
- Defendants have defaulted on the Agreement by failing to make payments thereon 30. when due.
- There is now due, owing and unpaid from the Defendants to Plaintiffs, despite 31. demand therefore, on the Agreement, the sum of \$216,524.14, plus additional charges pursuant to the terms of the Agreement. Interest accrues from May 30, 2017, at the legal rate of 10% per annum, until paid in full.
- Paragraphs 22 and 23 of the Agreement provides that the Defendants will pay 32. Plaintiffs' reasonable attorneys' fees incurred in enforcing the terms of the Agreement, together with all costs incurred therewith. It has become necessary for Plaintiffs to engage the law firm of Tharpe & Howell for the purpose of bringing this action. Therefore, Plaintiffs are entitled to a

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

FIFTH CAUSE OF ACTION

(Money Lent – Against All Defendants)

- 33. Plaintiffs incorporate the allegations contained in Paragraphs 1 through 5 inclusive, as though fully set forth herein.
- Within the last four (4) years, Defendants became indebted to Plaintiffs in the sum 34. of \$216,524.14, plus additional charges pursuant to the terms of the Agreement, for money lent by Plaintiff to Defendants at their special instance and request.
- Despite demand therefor, Defendants have failed and refused and continue to fail 35. and refuse to pay the balance due, owning and unpaid to Plaintiffs in the sum of \$216,524.14, plus additional charges pursuant to the terms of the Agreement.

SIXTH CAUSE OF ACTION

(Account Stated - Against All Defendants)

- Plaintiffs incorporate the allegations contained in Paragraphs 1 through 5 inclusive, 36. as though fully set forth herein.
- Within the last four (4) years, an account was stated in writing by and between 37. Plaintiffs and Defendants, wherein it was agreed that the Defendants were indebted to Plaintiffs in the sum \$216,524.14, plus additional charges pursuant to the terms of the Agreement.
- Despite demand therefor, Defendants have failed and refused and continue to fail 38. and refuse to pay the balance due, owning and unpaid to Plaintiffs in the sum of \$216,524.14, plus additional charges pursuant to the terms of the Agreement.

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

ON THE FIRST CAUSE OF ACTION:

- For an order directing Defendants, or their agents, employees and/or contractors to forfeit and deliver possession of the Vehicle to Plaintiffs, or, if the Vehicle cannot be delivered, for its value;
 - For damages equal to the rental value of the Vehicle according to proof; 2.

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- 3. For damages caused by depreciation and deterioration of the Vehicle according to proof;
 - 4. Pre-judgment interest according to proof;
 - 5. For costs of suit incurred herein, including reasonable attorneys' fees; and
 - 6. For such other and further relief as the court may deem just and proper.

ON THE SECOND CAUSE OF ACTION:

- For damages according to proof as allowed by law, together with interest at the legal rate from the date of judgment;
 - For costs of suit incurred herein, including reasonable attorneys' fees; and 2.
 - 3. For such other and further relief as the court may deem just and proper.

ON THE THIRD CAUSE OF ACTION:

- For an order directing public sale of the Vehicle herein described to foreclose all of 1. the Defendants' rights therein and to apply the proceeds in the following order:
 - To the costs of taking, keeping, and selling the Vehicle; Α,
 - To the satisfaction of damages and interest thereon under the Agreement; В.
 - C. To costs of suit;
 - To reasonable attorneys' fees; and D.
- For a judgment against Defendants and in favor of Plaintiffs for any deficiency that 2. may remain after applying the proceeds of the sale of the Vehicle as specified above or, if no deficiency exists, for a judgment that the remaining proceeds be used to satisfy the indebtedness of Defendants to any subordinate secured creditor if written notification of demand therefore is received before distribution of the proceeds of the sale of the Vehicle is complete.

FOR THE FOURTH, FIFTH AND SIXTH CAUSES OF ACTION:

- For damages in the sum of \$216,524.14, plus additional charges pursuant to the 1. terms of the Agreement;
- For interest from May 30, 2017, at the legal rate of 10% until paid in full; 2.

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THARPE & HOWELL, LLP 15250 Ventura Boulevard, Ninth Floor Sherman Oaks, California 91403-3221

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3	For costs of	suit incurred h	nerein, including	reasonable attorney	vs' fees: and
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4. For such other and further relief as the court may deem just and proper.

Dated: August 18, 2017

THARPE & HOWELL, LLP

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STACEY A. MILLER

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

SERVICES

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THARPE & HOWELL, LLP 15250 Ventura Boulevard, Ninth Floor Sherman Oaks, California 91403-3221

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 expect 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 Oug 18, 2017	at Atlanta, Georgia.
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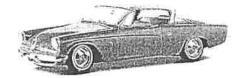
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July - August 2017

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	• (0)	Arentsdor LP740-4 S Course		MISRP: MISRP: MISRP: MISRP: I	421000 445000 530000 900000	.2	Range Rover County Range Rover County LWB Discovery Defender 50 Range Rover County
9	LANCIA			MSRP: 2	223009	- 1	Range Royer County LWB
	1950-53 1951-58	Aurella Cabriotet B50 Aurella Corroc	105000 85000	227500 180000		0	1995 Discovery Defender 90 Range Rovet SE
	1954-35 *.	- Aurelia Spider R24		1300000 1	200000	8	Range Rover County Clustic
	1956-59 1957-63	Appla Coope	210000 22500	390000 ; 70000	37500 37500	0	1596 Discovery Defender 90
	1965-68	Faivla HP Coupo	27800 18900			0 1	. Rango Rover SE
	1965-76	Pulvia Corpo Fulvia Zasato Sport Course	5525 17200	22150		0 0	1997 Discovery SD Discovery SB
	1969-70 1971-73	Frivia HF Panaloco Coupe	27000 13500	8,5000	45000	j	Discovery SB7 Discovery XD
	248	Places OLU with quantitions, comments or suggests				-	Plante sta pages 2-9 for condition definition

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