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8 Liquidating Trustee

9 UNITED STATES BANKRUPTCY COURT  
10 FOR THE DISTRICT OF NEVADA

11 \* \* \* \* \*

12 IN RE:

Case No.: BK-14-51643-btb  
(Chapter 11)

13 JOHN DAVIS TRUCKING COMPANY, INC.,

14 Debtor.

**LIQUIDATING TRUSTEE'S  
MOTION FOR ORDER  
AUTHORIZING SALE OF  
PERSONAL PROPERTY TO  
QUALITY TRANSPORTATION,  
INC. (11 U.S.C. §363 (b) AND (f))**

15 \_\_\_\_\_ /  
16 **DATE: July 27, 2016**  
17 **TIME: 10:00 A.M.**

18  
19 STEPHEN R. HARRIS, ESQ., of HARRIS LAW PRACTICE LLC, Liquidating Trustee  
20 of the John Davis Trucking Company, Inc. Liquidating Trust ("Trust"), hereby files his  
21 MOTION FOR ORDER AUTHORIZING SALE OF PERSONAL PROPERTY TO QUALITY  
22 TRANSPORTATION, INC. (11 U.S.C. §363 (b) AND (f)), and states and alleges as follows:

23 1. On March 4, 2016, this Court entered its ORDER CONFIRMING OFFICIAL  
24 COMMITTEE OF UNSECURED CREDITORS' SECOND AMENDED PROPOSED PLAN  
25 OF ORDERLY LIQUIDATION, AS AMENDED (Docket No. 301) ("Confirmation Order"),  
26 and therefore, the Trust now owns all of the assets of the Debtor.

1           2.       On April 4, 2016, a NOTICE OF LIQUIDATING TRUST AGREEMENT  
2 [Docket No. 312] was filed with the Court. Stephen R. Harris, Esq. (“Liquidating Trustee”) is  
3 the duly appointed Liquidating Trustee.

4           3.       The Liquidating Trustee has received an offer from QUALITY  
5 TRANSPORTATION, INC. (“Buyer”) to purchase a 2007 Ford F650 Service Truck, VIN  
6 3FRNF65X57V456920 ( “Truck”) for a total purchase price of \$30,000.00. A copy of the  
7 purchase proposal is attached hereto as **Exhibit A**.

8           4.       QUALITY TRANSPORTATION, INC. was formed in 2015, and its officers are  
9 brothers, John Davis and Shane Davis. John Davis and Shane Davis are also officers of the  
10 Debtor. The Truck is currently located on land owned by SDJD Properties, LLC, another entity  
11 owned by brothers, John and Shane Davis.

12           5.       In the past, Ritchie Bros. has sold similar service trucks for amounts ranging  
13 from \$8,500.00 to \$33,000.00, which would be subject to sales commissions, transportation  
14 costs, and disassembly costs. Copies of the recent sales by Ritchie Bros. is attached hereto as  
15 **Exhibit B**.

16           6.       Ritchie Bros. would charge a 9.5% commission to sell the Truck at auction, and  
17 the Estate would assume all transportation costs and reasonable repair costs. Quality  
18 Transportation, Inc. had estimated that if Ritchie Bros. were to sell the Truck for its estimated  
19 value of \$33,000.00, the actual net value to the estate would be approximately \$28,000.00, after  
20 subtracting commissions and transportation\repair fees. The offer submitted by the proposed  
21 Buyer is approximately 90% of the value of the Truck to the Trust.

22           7.       The offer to purchase the Truck is all cash, “as is” and “where is”, and the Trust  
23 will not incur any costs of sale, any transportation costs, repair costs, or any costs related to  
24 disassembling the Truck for transport. The purchase price shall be paid to the Liquidating  
25 Trustee within 24 hours following approval of the purchase offer for the Truck by the Court.  
26 The Liquidating Trustee believes the offer is fair and reasonable, in that it will likely realize net  
27 proceeds for the Trust more than the maximum proceeds that could be obtained at an auction.  
28 Any Court hearing on this request will allow for overbidding by qualified buyers, provided

1 however, that any overbid must provide net sales proceeds greater than the amount offered by  
2 Quality Transportation, Inc., in an overbid amount to be determined by the Court.

3 **LEGAL ARGUMENT**

4 8. Bankruptcy Code § 363(b) provides that “the trustee [or debtor-in-possession],  
5 after notice and hearing, may use, sell, or lease other than in the ordinary course of business,  
6 property of the estate.” This provision generally allows a trustee, subject to court approval, to  
7 sell property of the estate outside of the ordinary course of business when proposed sale is a  
8 sound exercise of trustee’s business judgment and when the sale is proposed in good faith and  
9 for fair value. Committee of Equity Security Holders v. Lionel Corporation (In re Lionel  
10 Corp.), 722 F.2d 1063, 1070 (2d Cir. 1983); In re Ernst Homes Center, Inc., 209 B.R. 974, 980  
11 (Bankr. W.D. Wash. 1997); Walter v. Sunwest Bank (In re Walter), 83 B.R. 14, 1988 Bankr.  
12 LEXIS 579, 18 Collier Bankr. Cas. 2d (MB) 26, 17 Bankr. Ct. Dec. 101 (B.A.P. 9th Cir. 1988);  
13 When a debtor articulates a reasonable basis for its business decisions, “Courts will generally  
14 not entertain objections to the debtor’s conduct.” Committee of Asbestos-Related Litigants v.  
15 Johns-Manville Corp. (In re Johns- Manville Corp.), 60 B.R. 612, 616 (Bankr. S.D. N.Y. 1986).  
16 In making such a determination, courts may look to the following factors, not all of which are  
17 relevant here:  
18

- 19 1. Has the debtor articulated a business justification for the request;
- 20 2. Is it good business judgment for the debtor to enter into the proposed transaction;
- 21 3. Will the proposed transaction further the diverse interest of the debtor, creditors and  
22 equity holders alike;
- 23 4. Is the asset increasing or decreasing in value;
- 24 5. Does the proposed transaction specify terms for adoption of the reorganization plan;  
25 and
- 26 6. Will approval of the proposed transaction effectuate a de facto reorganization in such  
27 a fundamental fashion as to render creditors’ rights under the other provisions of  
28 chapter 11 meaningless?

In re Work Recovery, 202 B.R. 301, 1996 Bankr. LEXIS 1405 (Bankr. D. Ariz. 1996); In re  
Wilde Horse Enterprises, Inc., 136 B.R. 830, 1991 Bankr. LEXIS 2028 (Bankr. C.D. Cal. 1991)

1 (“In any sale of estate assets, the ultimate purpose is to obtain the highest price for the property  
2 sold.”).

3 11 U.S.C § 363(f) further provides:

4 f) The trustee may sell property under subsection (b) or (c) of this section free and clear  
5 of any interest in such property of an entity other than the estate, only if—

- 6
- 7 • (1) applicable nonbankruptcy law permits sale of such property free and clear of such interest;
  - 8 • (2) such entity consents;
  - 9 • (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
  - 10 • (4) such interest is in bona fide dispute; or
  - 11 • (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

12 9. Rule 6004(f) of the Federal Rules of Bankruptcy Procedure provides that “[a]ll  
13 sales not in the ordinary course of business may be by private sale or by public auction.” A  
14 trustee has broad discretion in determining the manner of sale, including whether to sell  
15 property by public or private sale. In re Canyon Partnership, 55 B.R. 520, 524 (Bankr. S.D.  
16 Cal. 1986; In re Frezzo, 217 B.R. 985, 989 (Bankr. M.D. Penn. 1988). Sales of property  
17 other than in the ordinary course of business of a debtor are to be approved only after notice  
18 and a hearing. Sections 363(a) and (b). A trustee is entitled to utilize its business judgment in  
19 determining the merits of a sale such as the one contemplated in this Motion. The rule is as  
20 stated in Southwestern Media, Inc., v. Rau, 708 F.2d 419 (9<sup>th</sup> Cir. 1983):

21 “The decision concerning the form of sale therefore rested within the business  
22 judgment of the trustee. Liability will not be imposed for the exercise of such  
23 judgment, absent negligence. See Mosser v. Darrow, 341 U.S. 267, 272-73, 95  
24 L. Ed. 927, 71 S.Ct 680 (1952); In re Cochise College Park, Inc., 703 F.2d 1339,  
1357”

25 The Liquidating Trustee is charged with the duty of liquidating the Trust’s assets pursuant to  
26 the terms of the confirmed Plan. Thus, the Liquidating Trustee is entitled to exercise his  
27 business judgment in determining how to best liquidate the personal property now owned by  
28 the Trust to obtain a fair market value for those assets to be sold.

10. Rule 2002(c)(1) of the Federal Rules of Bankruptcy Procedure provides that:

1            “[n]otice of a proposed use, sale or lease of property .... Shall include the time  
2            and place of any public sale, the terms and conditions of any private sale, and the  
3            time fixed for filing objections.

4            The proposed sale is admittedly to an entity related to the Debtor entity, but the purchase price  
5            has been negotiated at arms length between the Liquidating Trustee and the Buyer. The  
6            purchase price offered is reasonable when one considers that the Trust will incur no  
7            shipping/delivery charges and no auctioneer’s fees. The Truck is not necessary to the operation  
8            of the business in that the Plan of Orderly Liquidation confirmed by the Court calls for the  
9            termination of the Debtor’s business operations effective April 1, 2016, and liquidation of  
10           substantially all of the Debtor’s assets that are now owned by the Trust. The amount of the  
11           purchase offer will provide net proceeds to the Trust in a guaranteed amount that is within 90%  
12           of the estimated appraised value. There is no guaranty that in the event of an auction, the Truck  
13           would actually sell for those amounts estimated by Ritchie Bros. As referenced above, the  
14           purchase price of \$30,000.00 is an “as is” and “where is” all cash sale, with no warranties,  
15           contingencies or conditions, subject to overbid in the Court at the time of the scheduled hearing  
16           to approve the sale. There are no liens against the Truck, and applicable nonbankruptcy law  
17           permits the sale free and clear of liens, claims and encumbrances, pursuant to 11 U.S.C. § 363  
18           (b) and (f). The Liquidating Trustee believes that there is sufficient business justification exists  
19           for the proposed sale of the Truck, as it is not increasing in value and the proceeds will be used  
20           to fund the Liquidating Trust for the ultimate benefit of the allowed creditors.

21           11. The Trustee desires to sell the Truck and retain the funds in the Liquidating Trust  
22           bank account, to be distributed pursuant to the terms of the confirmed Plan and the Liquidating  
23           Trust.

24           12. 11 U.S.C. 363(m) provides that “*The reversal or modification on appeal of an*  
25           *authorization under subsection (b) or (c) of this section of a sale or lease of property does not*  
26           *affect the validity of a sale or lease under such authorization to an entity that purchased or*  
27           *leased such property in good faith, whether or not such entity knew of the pendency of the*  
28           *appeal, unless such authorization and such sale or lease were stayed pending appeal.*” The  
                 purchase agreement with QUALITY TRANSPORTATION, INC. was negotiated in good faith,

1 and the Liquidating Trustee believes its terms are fair and reasonable and that the Buyer is  
 2 entitled to the "safe harbor" provisions of 11 U.S.C. §363(m). While the Bankruptcy Code and  
 3 Rules do not provide a definition of good faith, the courts have generally followed traditional  
 4 equitable principals in hold that a good faith purchase is one who buys "in good faith" and " for  
 5 value". In re Ewell, 958 F.2d 276, 1992 U.S. App. LEXIS 2908, 22 Fed. R. Serv. 3d  
 6 (Callaghan) 225, Bankr. L. Rep. (CCH) P74,490, 26 Collier Bankr. Cas. 2d (MB) 857, 22  
 7 Bankr. Ct. Dec. 1185, 92 Cal. Daily Op. Service 1825, 92 Daily Journal DAR 2855 (9th Cir.  
 8 1992), *citing In Re Abbotts Dairies of Pennsylvania, Inc.*, 788 F. 2d 143, 147 (3<sup>rd</sup> Cir. 1986).  
 9 Typically, lack of good faith is shown by "fraud, collusion between the purchase and other  
 10 bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders. In re  
 11 Suchy, 786 F.2d 900, 1985 U.S. App. LEXIS 26330, 14 Bankr. Ct. Dec. 547 (9th Cir. Cal.  
 12 1985).

13 In SBA v. XACT Telesolutions, Inc. (In re XACT Telesolutions, Inc.), 2006 U.S. Dist.  
 14 LEXIS 621, 2006 WL 66665 (D. Md. Jan. 10, 2006), the United States District Court made an  
 15 in depth analysis of §363(m) and stated as follows:

16 Beyond the Fourth Circuit, the law is unsettled, although the majority of courts  
 17 have held that a sale of assets to a fiduciary or insider is not bad faith per se. *See*,  
 18 *e.g., In re Andy Frain Servs., Inc.*, 798 F.2d 1113, 1125 (7th Cir.  
 19 1986) [19] (stating that a sale to a fiduciary "without more would not suffice to  
 20 show a lack of good faith"); *In re Bakalis*, 220 B.R. 525 (Bankr. E.D.N.Y.  
 21 1998) ("It is not per se bad faith' for an insider to purchase assets of a debtor, and  
 22 a sale to him without more would not suffice to show a lack of good  
 23 faith."); *Citicorp Venture Capital, Ltd. v Comm. of Creditors Holding Unsecured*  
 24 *Claims (In re Papercraft Corp.)*, 211 B.R. 813, 821 (W.D.Pa. 1997) ("Nothing in  
 25 the Bankruptcy Code proscribes insiders from purchasing claims against a debtor  
 26 or requires insiders to conduct themselves in any particular way or make any  
 27 particular disclosures when so doing."); *Penn Mutual Life Ins. Co. v. Woodscape*  
 28 *Ltd. P'ship (In re Woodscape Ltd. P'ship)*, 134 B.R. 165 (Bankr. D.Md.  
 1991)("There is no prohibition against a private sale or against a sale to insiders.  
 . . ."); *In re Wilde Horse Enters., Inc.*, 136 B.R. 830, 842 (Bankr. C.D. Ca.  
 1991) ("It is not bad faith per se for an insider to purchase property from an  
 estate, even where the insider has a fiduciary duty to the estate."). *But see In re*  
*Allied Gaming Mgmt., Inc.*, 209 B.R. 201 (Bankr. W.D. La. 1997) [20] ("As . . .  
 a professional person employed by the estate and, in addition a fiduciary, he is  
 precluded from purchasing property of the estate.").



1 Where courts have considered and evaluated such sales, they typically have  
2 looked at several factors. First, the courts have considered whether the sale  
3 involved full disclosure to the court and to the parties involved in the  
4 proceeding. See In re Med. Software Solutions, 286 B.R. 431, 446 (Bankr.  
5 D.Utah 2002) (approving sale to an insider-buyer where the debtor disclosed all  
6 elements of the transaction); In re Silver Oak Homes, Ltd., 167 B.R. 389, 398  
7 (Bankr. D.Md. 1994) (stating that the undisclosed interest of two insiders of the  
8 debtor precluded the insiders from purchasing property of the debtor's estate); In  
9 re Wilde Horse Enters., 136 B.R. at 842 (discussing the need for full disclosure).

10 Second, the courts have considered whether the debtor sought other buyers and  
11 whether the insider-buyer paid an adequate price. See Paulman v. Gateway  
12 Venture Partners III, L.P. (In re Filtercorp, Inc.), 163 F.3d 570, 577 (9th Cir.  
13 1998) (finding that the insider-buyer was a good faith purchaser [21] where  
14 there was no sign of collusion, the insider-buyers' bid was \$ 450,000, and the  
15 assets were worth between \$ 400,000 and \$ 600,000); In re Abbotts Dairies of  
16 Pa., Inc., 788 F.2d 143, 149 (3rd Cir. 1986)(questioning the good faith of the  
17 buyer in part because no appraisal was conducted); In re Snyder, 74 B.R. 872,  
18 878 (Bankr. E.D.Pa. 1987) (denying a sale where the property's proposed  
19 purchase price was \$ 73,000 and three witnesses testified that they were willing  
20 to pay an average price of \$ 368,5000).

21 Third, courts have considered the nature of the relationship between the debtor  
22 and the insider-buyer. See In re Allied Gaming Mgmt., Inc., 209 B.R. at  
23 203 (denying sale of property to proposed buyer, who was the bankruptcy trustee  
24 and who formerly served as the debtor's accountant); In re Snyder, 74 B.R. at  
25 874 (denying a sale to the debtor's brother).

26 13. In the instant matter, the interest of the proposed former insider purchaser has  
27 been fully disclosed, the sale will be subject to overbidding at hearing after notice to all  
28 creditors and parties in interest, and as the Debtor is no longer operating as a business and is  
subject to full liquidation of its assets by the Liquidating Trustee, and there is no ongoing  
business relationship between the Debtor and the proposed insider purchaser. Further, there has  
been no fraud or collusion between the Buyer and the Liquidating Trustee. The estimate of  
value used to evaluate the proposed purchase price was prepared by an independent third party,  
the costs of sale are readily determined, and the amount to be paid by QUALITY  
TRANSPORTATION, INC., is equal to or slightly greater than 90% of the value estimated by  
Ritchie Bros, after one considers commissions, transportation costs, and repair costs. While it is  
not a hard and fast rule, generally speaking a buyer pays "value" if he or she pays at least 75%

1 of the appraised value of the asset. *See Willemain v. Kivitz*, 764 F.2d 1019, 1985 U.S. App.  
2 LEXIS 19968, Bankr. L. Rep. (CCH) P70,602, 12 Collier Bankr. Cas. 2d (MB) 1387, 13 Bankr.  
3 Ct. Dec. 415 (4th Cir. Md. 1985). Finally, there is no guaranty that the estimated value  
4 provided by Ritchie Bros. would be the final amount realized at auction. The proposed sale  
5 provides the Trust with a reasonable price for the Truck, without the risk of achieving a lesser  
6 amount at auction. Therefore, the Liquidating Trustee believes that QUALITY  
7 TRANSPORTATION, INC., if it is the successful purchaser, is a good faith purchaser pursuant  
8 to 11 U.S.C. § 363(m). However, in the event the Court finds that QUALITY  
9 TRANSPORTATION, INC. is not a good faith purchaser entitled to the “safe harbor”  
10 provisions of §363(m), then the Liquidating Trustee would ask this Court to allow the Buyer to  
11 determine if it is still willing to purchase the Truck without the protections of 11 U.S.C.  
12 §363(m).

13 14. The Liquidating Trustee further requests that the Court authorize the sale of  
14 the Truck free and clear of all liens, claims and encumbrances, if any, pursuant to 11 U.S.C. §  
15 363(f), which may be asserted against the Truck, with any such liens, claims and  
16 encumbrances to attach to the proceeds of the sale, unless otherwise specifically agreed to by  
17 the Buyer and Liquidating Trustee.

18 15. The Liquidating Trustee requests that the Court entertain overbids at hearing,  
19 to qualified buyers only, who are willing and able to purchase the subject Truck identified in  
20 this Motion, willing and able to assume all costs of repair and/or transportation, and willing to  
21 accept the Truck in “as is” and “where is” condition, with no representations or warranties on  
22 the part of the Trustee.

23 16. Pursuant to 11 U.S.C. §1146(a), the sale of assets shall be deemed exempt  
24 from taxes, if any, including but not limited to sales tax.

25 17. Finally, the Liquidating Trustee asks this Court to order that the sale of the  
26 Truck is not stayed pursuant to Fed. R. Bankr. Pro. 6004(h). The order approving this Motion  
27 should not be stayed so that the Liquidating Trustee may immediately collect funds on behalf  
28 of the Liquidating Trust.



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**CONCLUSION**

Based on the foregoing, the Liquidating Trustee respectfully requests that this Court enter its Order authorizing the Liquidating Trustee to a) sell the subject Truck to QUALITY TRANSPORTATION, INC. for an aggregate amount of \$30,000.00, or to a fully qualified overbidder, free and clear of liens and encumbrances; b) for a determination that QUALITY TRANSPORTATION, INC., is a good faith purchaser and entitled to the safe harbor provisions of 11 U.S.C. §363(m), c) for a waiver of the stay provisions contained in FRBP 6004(h); d) to execute any documents necessary in order to effect the transfer of said Truck; e) for determination that the sale is exempt from any sales tax that may be claimed as due, pursuant to 11 U.S.C. 1146(a); and f) for such other relief as the Court may deem appropriate under the circumstances.

Dated this 17<sup>th</sup> day of June, 2016.

**STEPHEN R. HARRIS, ESQ.  
HARRIS LAW PRACTICE LLC**


  
\_\_\_\_\_  
Liquidating Trustee

EXHIBIT “A”

EXHIBIT “A”

# QUALITY TRANSPORTATION, INC.

P.O. Box 367

BATTLE MOUNTAIN, NV 89820

PHONE/FAX 775-635-2443

June 13, 2016

Stephen R. Harris, Esq.  
Bankruptcy Attorney  
6151 Lakeside Drive  
Suite 2100  
Reno, NV 89511

Re: John Davis Trucking Co., Inc. – 2007, F650 Service Truck

Mr. Harris,

Quality Transportation, Inc. would like to offer John Davis Trucking Co., Inc. (JDT) \$30,000 (Thirty Thousand Dollars), on its 2007 F650 Service Truck. I have attached Ritchie Bros. Auction results for your information.

If you take the high and low out of the equation the median price is \$33,000.00. If auction fees are taken into account and transport cost we believe that the \$30,000.00 offer is a good offer. It is my opinion if this unit went to auction it would only net approximately \$28,000.00

Best Regards,


  
John W. Davis  
Secretary / Treasurer

EXHIBIT “B”

EXHIBIT “B”

6/13/2016

2007 FORD F650 XL Mechanics Truck Lot #190 | Ritchie Bros. Auctioneers



## 2007 FORD F650 XL Mechanics Truck



Sold for 36000 USD on Dec 18, 2015 in Kansas City, MO, USA

Lot # 190



Make:	FORD
Model:	F650 XL
Year:	2007
Serial No.:	3FRNF65F97V47XXXX
Meter reads (unverified)	151012 Mi
Sold Price	36000 USD
Details:	Cummins ISB 8.3 L, 230 hp, A/T, 9 ft bed, IMT 5020 8600 lb 3 sec 20 ft 6 in. crane, IMT air comp, w/hyd, Miller Bobcat 250NT welder, hose reels, 2 hyd stabilizers

6/13/2016

2007 FORD F650 XLT Super Duty Mechanics Truck Lot #125 | Ritchie Bros. Auctioneers



## 2007 FORD F650 XLT Super Duty Mechanics Truck



Sold for 33000 USD on Jul 30, 2015 in Chicago, IL, USA

Lot # 125



Make:	FORD
Model:	F650 XLT Super Duty
Year:	2007
Serial No.:	3FRNF65F97V50XXXX
Meter reads (unverified)	245487 Mi
Sold Price	33000 USD
Details:	Cummins 6 cyl, A/T, spring susp, 8500 lb frt, 17500 lb rears, Leo 11 ft bed, 2003 IMT 3820 3.75 ton 3 sec 20 ft 6 in. crane

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6/13/2016

2007 FORD F650 XL Service Truck Lot #133 | Ritchie Bros. Auctioneers



## 2007 FORD F650 XL Service Truck



Sold for 8500 USD on Oct 16, 2015 in Chehalis, WA, USA

Lot # 133



Make:	FORD
Model:	F650 XL
Year:	2007
Serial No.:	3FRNF65F97V47XXXX
Meter reads (unverified)	291009 Mi
Sold Price	8500 USD
Details:	Cummins ISB, 230 hp, A/T, General 11 ft bed, Auto Crane 3203 3200 lb 3 sec 16 ft crane, hyd stabilizers

© 2016 Ritchie Bros. Auctioneers

STATE OF NEVADA  
DEPARTMENT OF MOTOR VEHICLES

CERTIFICATE OF TITLE

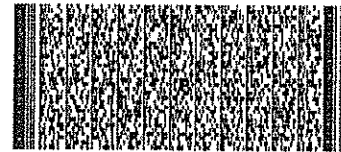
VIN	YEAR	MAKE	MODEL	VEHICLE BODY	TITLE NUMBER
3FRNF65X57V456920	2007	FORD	F650 SUPER	TCC	NV004690266
DATE ISSUED	ODOMETER MILES	FUEL TYPE	SALES TAX PD	EMPTY WT	GROSS WT
05/16/2011	0	D		9050	26000
VEHICLE COLOR	ODOMETER BRAND			BRANDS	
	EXEMPT WEIGHT				

OWNER(S) NAME AND ADDRESS  
JOHN DAVIS TRUCKING CO INC  
PO BOX 457  
BATTLE MOUNTAIN NV 89820-0457

LIENHOLDER NAME AND ADDRESS

LIENHOLDER RELEASE - INTEREST IN THE VEHICLE DESCRIBED ON THIS TITLE IS HEREBY RELEASED:

SIGNATURE OF AUTHORIZED AGENT \_\_\_\_\_ DATE \_\_\_\_\_



PRINTED NAME OF AGENT AND COMPANY \_\_\_\_\_

FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT. The undersigned hereby certifies the vehicle described in this title has been transferred to the following buyer(s):

Printed Full Legal Name of Buyer \_\_\_\_\_ Nevada Driver's License Number or Identification Number  AND  OR

Printed Full Legal Name of Buyer \_\_\_\_\_ Nevada Driver's License Number or Identification Number \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

I certify to the best of my knowledge the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

NO  TENTHS   The mileage stated is in excess of its mechanical limits.  
The odometer reading is not the actual mileage. WARNING: ODOMETER DISCREPANCY.  
Exempt - Model year over 9 years old.

Signature of Seller(s)/Agent/Dealership \_\_\_\_\_ Printed Name of Seller(s)/Agent/Dealership \_\_\_\_\_

I am aware of the above odometer certification made by the seller/agent.  Dealer's License Number \_\_\_\_\_ Date of Sale \_\_\_\_\_

Signature of Buyer \_\_\_\_\_ Printed Full Legal Name of Buyer \_\_\_\_\_

ACCORDING TO THE RECORDS OF THE DEPARTMENT OF MOTOR VEHICLES, THE PERSON NAMED HEREON IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE, SUBJECT TO LIEN AS SHOWN.

CONTROL NO.

3083444C

801018C415 RR Donnelley ©2010. All rights reserved. — 0210

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