

IN THE IOWA DISTRICT COURT FOR JEFFERSON COUNTY

KORYNN TJADEN DICKEY n/k/a KORYNN  
TJADEN HUSTED, SHAWNA HUSTED, and  
ALLEN HUSTED,

Plaintiffs,

v.

ADRIAN JEREMY DICKEY and MARK  
MYERS in his capacity as JEFFERSON  
COUNTY IOWA, TREASURER,

Defendants.

Case No. CVEQ004601

**FIRST AMENDED PETITION AT  
LAW**

**JURY TRIAL REQUESTED**

COME NOW, plaintiffs Korynn Tjaden Dickey n/k/a Korynn Tjaden Husted (“Korynn”), Shawna Husted (“Shawna”), and Allen Husted (“Allen”) (collectively, “Husted” or “Plaintiffs”), and for their first amended petition at law against Adrian Jeremy Dickey (“Adrian”) and Mark Myers in his capacity as Jefferson County, Iowa, Treasurer (“Myers” or “Treasurer”) (together, “Defendants”), state:

**PARTIES, JURISDICTION, AND VENUE**

1. Korynn is an individual domiciled and residing in Johnson County, Iowa.
2. Shawna and Allen are individuals domiciled and residing in Wapello County, Iowa.
3. Adrian is an individual domiciled and residing in Jefferson County, Iowa.
4. Myers is an individual employed by Jefferson County, an Iowa municipality, and at all times material to this action was acting in his capacity as an employee and agent of Jefferson County.
5. This Court has jurisdiction of the parties and subject matter of this case.
6. Venue is proper in Jefferson County because both defendants are residents of Jefferson County. Iowa Code § 616.5.

**COMMON ALLEGATIONS**

7. Shawna is Korynn's biological mother and is married to Allen.

8. Allen is Korynn's adoptive father. Decree of Adoption was issued on May 10, 2023.

The Decree of Adoption also granted Korynn a named change from Korynn Tjaden Dickey to Korynn Tjaden Husted.

9. Adrian is Korynn's biological father.

10. On or about July 30, 2020, Adrian bought a vehicle for Korynn as a gift with "no strings attached."

11. At that time, Korynn was attending school in California but maintained her domicile in Iowa.

12. The vehicle was purchased from Hertz Vehicles LLC, a Delaware limited liability company.

13. Hertz had titled the vehicle in California, but the vehicle was located in Oregon.

14. Adrian paid the purchase price for the vehicle in full at the time of purchase. No amount of the purchase price was financed.

15. On July 30, 2020, Hertz assigned the title to Korynn free and clear of any encumbrance. A true and correct copy of the title and assignment of title is attached as **Exhibit ("Ex.") 1**.

16. Adrian obtained the title and assignment of title from Korynn, promising her that he would register the vehicle for her in Iowa.

17. Adrian never told Korynn that he intended to place a lien on her vehicle, and he never obtained Korynn's consent to place a lien on her vehicle.

18. On or about August 11, 2020, Adrian completed an Iowa Department of Transportation Application for Notation of Security Interest (“Lien Application”). A true and correct copy of the Lien Application is attached as **Ex. 2**.

19. The Lien Application was not signed by Korynn, the owner of the vehicle, as required by Iowa law. *See* Iowa Code § 321.50(1). Instead, Adrian printed Korynn’s name on the line designated for the “Signature of Owner.” *See* **Ex. 2**.

20. Myers, as Treasurer, did not complete the “Action Taken” section of the Lien Application, as required by Iowa law. *See* Iowa Code § 321.50(1).

21. Along with the Lien Application, Adrian submitted an Application for Certificate of Title for Korynn’s vehicle (“Title Application”). A true and correct copy of the Title Application is attached as **Ex. 3**.

22. The Title Application bears a signature purporting to be Korynn’s, but Korynn did not sign the Title Application. Upon information and belief, Adrian signed Korynn’s signature.

23. Korynn did not know Adrian intended to sign her name on the Title Application and therefore could not have consented to the signature.

24. Adrian also signed a Damage Disclosure Statement (“Disclosure”) on behalf of Korynn. A true and correct copy of the Disclosure is attached as **Ex. 4**.

25. Korynn did not consent to Adrian signing the Disclosure on her behalf.

26. There was no valid power of attorney or other document or legal order giving Adrian legal authority to sign on Korynn’s behalf.

27. Based on the papers submitted by Adrian, Myers, as Treasurer, caused a notation of security interest to be placed on the title to Korynn’s vehicle.

28. Notation of a security interest on a certificate of title presupposes that a valid lien is in existence.

29. Under Iowa law, a “lien” is “an interest in a vehicle which secures payment or performance of an obligation.” Iowa Admin. Code r. 761—400.1 (2020). The term “security interest” is synonymous with “lien.” *Id.*

30. When Adrian submitted the paperwork to take a security interest in the vehicle, Korynn was not indebted to Adrian in any way and had no outstanding non-monetary obligations to Adrian.

31. Korynn would not have consented to Adrian purchasing a vehicle for her had she known he would take a security interest in the vehicle.

32. Upon information and belief, the Treasurer failed to verify that Adrian was owed money or the performance of an obligation sufficient to establish a basis to take a security interest in Korynn’s vehicle.

33. From 2020 to 2023, Shawna paid all registration and insurance costs for Korynn’s vehicle.

34. On or about May 15, 2023, Korynn’s vehicle was totaled in an accident.

35. On or about May 17, 2023, Shawna and Allen purchased a new vehicle for Korynn because Korynn agreed to reimburse Shawna and Allen with the insurance settlement for the totaled vehicle.

36. In late May 2023, after Korynn had submitted a claim to her insurance company, and after Shawna and Allen purchased a new vehicle for Korynn, Shawna, Allen, and Korynn learned from Korynn’s insurance company that Adrian had placed a lien on Korynn’s car.

37. Because of Adrian's improper and illegal security interest, Korynn's insurance company has refused to pay the proceeds of the policy to Korynn and/or Shawna and Allen.

38. Adrian has failed and refused to discharge the security interest and/or release the proceeds of Korynn's insurance policy to Korynn, despite demand.

**COUNT I: FAILURE TO PERFECT SECURITY INTEREST**  
**(on behalf of Korynn against Dickey and Treasurer)**

39. Plaintiffs reallege the foregoing paragraphs as if fully set forth herein.

40. Because Korynn was not indebted to Adrian in any way, Adrian was not legally entitled to take a security interest in Korynn's vehicle.

41. The Treasurer knew or should have known that Adrian had no legal basis to take a security interest in Korynn's vehicle.

42. The Treasurer nonetheless noted the security interest on the title to Korynn's vehicle.

43. The law regarding the requirements for perfecting a security interest in a vehicle were clearly established when the Treasurer noted the security interest on the title to Korynn's vehicle.

44. In addition, the legal requirements for perfecting a security interest in Korynn's vehicle were not met. The lien is therefore invalid and should be discharged.

45. Korynn has been damaged by the invalid lien on her vehicle in an amount to be proved at trial.

46. Adrian has acted in willful and wanton disregard for Korynn's rights, warranting an award of punitive damages against him.

WHEREFORE, plaintiff Korynn Tjaden Dickey respectfully requests that the Court enter judgment in her favor and against Defendants, discharge the security interest in her vehicle as

invalid, and award her damages in an amount to be proved at trial plus interest at the highest legal rate from the date first available under the law; award plaintiff attorney's fees as allowed by law; assess punitive damages against Adrian; and order such further relief as the Court deems appropriate.

**COUNT II: FRAUD**  
**(on behalf of Korynn against Adrian)**

47. Plaintiffs reallege the foregoing paragraphs as if fully set forth herein.

48. Adrian represented to Korynn that he would register Korynn's vehicle in Iowa. He intentionally did not tell Korynn that he intended to place a lien on the vehicle.

49. In addition, to obtain the lien on Korynn's vehicle, Adrian made numerous false representations, including representing that Korynn had signed the Lien Application and the Title Application, that he had Korynn's permission to sign the Disclosure on her behalf, and that he had a legal basis to take a security interest in the vehicle.

50. Based on Adrian's representations and omissions, Korynn believed that Adrian's only purpose for obtaining the title and assignment of title for her vehicle was to register it in Iowa.

51. Adrian knew when he induced Korynn to provide the title to her vehicle that he intended to take a security interest in the vehicle and deliberately failed to disclose his true intent to Korynn.

52. Adrian intended that his representations and omissions to Korynn deceive her into giving him the title and assignment of title to her vehicle.

53. Adrian knew when made false representations to the Treasurer that he was not entitled to take a security interest in Korynn's vehicle.

54. Korynn has been damaged by Adrian's knowingly false representations and omissions in an amount to be proved at trial.

55. Adrian has acted in willful and wanton disregard for Korynn's rights, warranting an award of punitive damages against him.

WHEREFORE, plaintiff Korynn Tjaden Dickey respectfully requests that the Court enter judgment in her favor and against defendant Adrian Jeremy Dickey, discharge the security interest in her vehicle as invalid, and award her damages in an amount to be proved at trial plus interest at the highest legal rate from the date first available under the law; award plaintiff attorney's fees as allowed by law; assess punitive damages against Adrian; and order such further relief as the Court deems appropriate.

**COUNT III: UNJUST ENRICHMENT**  
**(on behalf of all Plaintiffs against Adrian)**

56. Plaintiffs reallege the foregoing paragraphs as if fully set forth herein.

57. Adrian has benefited and been enriched by retaining the insurance settlement for the vehicle that was totaled.

58. Adrian's enrichment is at the expense of Shawna and Allen, to whom Korynn agreed to turn over the proceeds of the insurance settlement to pay for the new vehicle.

59. Further, as the legal holder of the insurance policy, Korynn is the rightful owner of the proceeds of the insurance settlement.

60. Under the circumstances, it would be unjust to allow Adrian to retain the proceeds of the insurance settlement.

WHEREFORE, Plaintiffs respectfully request that the Court enter judgment in their favor and against Defendants, discharge the security interest in her vehicle as invalid, and award them damages in an amount to be proved at trial plus interest at the highest legal rate from the date first available under the law; award Plaintiffs attorney's fees as allowed by law; and order such further relief as the Court deems appropriate.

**COUNT IV: DEFAMATION**  
**(on behalf of all Plaintiffs against Adrian)**

61. Plaintiffs reallege the foregoing paragraphs as if fully set forth herein.

62. On or about August 29, 2023, Adrian made statements to news outlets that the Husteds have acted and continue to act dishonestly.

63. Adrian made statements to news outlets to the effect that Shawna has filed frivolous lawsuits, misused the legal system, and is in substantial debt to him.

64. Adrian made statements to news outlets suggesting that Shawna and Korynn are liars.

65. All these statements are false and were published to the general public.

66. Adrian's statements were published to the general public.

67. Adrian's statements were made for the purpose of maliciously discrediting the Husteds in the eyes of the public.

68. The Husteds have and will continue to suffer damages as a direct and proximate result of Adrian's defamation.

WHEREFORE, Plaintiffs respectfully request that the Court enter judgment in their favor and against Defendants; award them damages in an amount to be proved at trial plus interest at the highest legal rate from the date first available under the law; award Plaintiffs attorney's fees as allowed by law; and order such further relief as the Court deems appropriate.

**JURY DEMAND**

Plaintiffs demand a trial by jury of all issues raised herein.



Respectfully submitted,

PUGH HAGAN PRAHM PLC

By: /s/ Siobhan Briley

Siobhan Briley (AT0012848)

sbriley@pughhagan.com

425 E. Oakdale Blvd., Suite 201

Coralville, IA 52241

Tel.: (319) 351-2028

Fax: (319) 351-1102

*Attorney for Plaintiffs Korynn Tjaden Dickey,  
Shawna Husted, and Allen Husted*

COPY TO:

Chauncey T. Moulding  
cmoulding@jeffersoncoia.us  
Jefferson County Attorney  
*Attorney for Defendant Mark Myers as Treasurer for  
Jefferson County, Iowa*

Paul A. Miller  
paulmiller@millerlawia.com  
Miller Law Office  
*Attorneys for Defendant Adrian Jeremy Dickey*

**CERTIFICATE OF SERVICE**

The undersigned certifies that a true copy of this foregoing instrument was served upon all parties to the above cause to each of the attorneys of record herein at their respective addresses disclosed on **October 2, 2023**, by:

**XX EDMS**

Email

Hand Delivery

CM/ECF

U.S. Mail

Certified Mail

By: /s/Elisa C. Ryan

**STATE OF CALIFORNIA**  
**CERTIFICATE OF TITLE**

VEHICLE HISTORY  
2886X

VEHICLE ID NUMBER: 5YFS4RCE4LP014163  
 BODY TYPE MODEL: 4D  
 YR. SOLD: 2019 ER  
 MOTORCYCLE ENGINE NUMBER:

UNLADEN WEIGHT: 6  
 TRANSPORT DATE:  
 CLASS: ER  
 MO: AG

MAKE: 2020 TOYOTA  
 FEES PAID: \$300  
 EQUIP/TRUST NUMBER:  
 ODOMETER DATE: 07/02/2019  
 ACTUAL MILEAGE:

PLATE NUMBER: 8KTL045  
 REGISTRATION EXPIRATION DATE: 07/08/2020  
 ISSUE DATE: 07/03/19  
 ODOMETER READING: 7 MI

REGISTERED OWNER(S):  
**HERTZ VEHICLES LLC**  
 8900 BELLANCA AVENUE  
 LOS ANGELES CA 90045

Date: 07/31/2019 Batch: 293005

5YFS4RCE4LP014163

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: 07/31/2019 X SIGNATURE OF REGISTERED OWNER: *[Signature]* Hertz Vehicles LLC

1b. DATE: X SIGNATURE OF REGISTERED OWNER: *[Signature]*

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 11,916 (no tenths), miles and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked. Mileage is VOID if altered or erased.

WARNING -  Odometer reading is not the actual mileage.  Mileage exceeds the odometer mechanical limits.

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

SIGNATURE OF SELLER/LESSOR/TRANSFEROR: *[Signature]* Hertz Vehicles LLC  
 PRINTED NAME OF SELLER/LESSOR/TRANSFEROR: Hertz Vehicles LLC

SIGNATURE OF BUYER/LESSEE/TRANSFeree: *[Signature]*  
 PRINTED NAME OF BUYER/LESSEE/TRANSFeree: Toyota Motor Sales, U.S.A., Inc.

**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):  
 BNY MELLON TRUST CO NA  
 C/O CT SERVICES SUITE 100  
 26933 NORTHWESTERN HWY  
 SOUTHFIELD  
 MI 48033

Signature releases interest in vehicle. (Company names must be counted.)  
 Release Date: 07/31/2019

026001 CA190066617  
 REG 37,30PS (REV. 02/2016)

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

VOID WITHOUT BEAR WATERMARK. HOLD TO LIGHT TO VIEW.



State of Oregon

R 9965864

SECURE ODOMETER DISCLOSURE/REASSIGNMENT

Federal and state laws require that you state a vehicle's mileage when there is a transfer of ownership. Failure to complete an odometer disclosure or providing a false statement may result in fines and/or imprisonment. Under Oregon law, the offense of submitting a false odometer disclosure is a Class C felony (ORS 815.430).

PLATE NUMBER	VEHICLE IDENTIFICATION NUMBER	YEAR	MAKE	STYLE	MODEL
	5YFS4RCE4LP014163	2020	TOYOTA	SEDAN	COROLLA SE

**FIRST ASSIGNMENT OF TITLE**  
Assignment areas must be completed fully including the printed names and signatures of buyer(s) and seller(s).

I certify the vehicle described above has been transferred to the following (signature certifies to odometer disclosure and releases interest in the vehicle):

BUYER'S PRINTED NAME	DATE OF SALE OR TRANSFER
KORYNN T JADEN DICKEY	07/30/20
BUYER'S ADDRESS	
801 HIGHLAND ST., Fairfield, IA 52556	
ODOMETER READING (NO TENTHS)	I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle <b>UNLESS</b> one of the following statements is checked:
16,169	
<input type="checkbox"/> The mileage stated is in EXCESS of its mechanical limits.	
<input type="checkbox"/> The odometer reading is <b>NOT</b> the actual mileage. <b>WARNING - ODOMETER DISCREPANCY</b>	
SELLER'S PRINTED NAME	SIGNATURE
GRANTS PASS TOYOTA	
SELLER'S PRINTED NAME (IF BUSINESS, PERSON SIGNING FOR BUSINESS)	SIGNATURE
Tyler Mikels	
SELLER'S ADDRESS (IF DIFFERENT FROM FRONT OF TITLE)	DEALER/WRECKER NUMBER
375 REDWOOD HWY / PO BOX 2430	8131
GRANTS PASS, OR 97528	TELEPHONE NUMBER
	(541) 476-6858

I am aware of the above odometer disclosure made by the seller/agent.

**SECOND ASSIGNMENT OF TITLE**  
Assignment areas must be completed fully including the printed names and signatures of buyer(s) and seller(s).

I certify the vehicle described above has been transferred to the following (signature certifies to odometer disclosure and releases interest in the vehicle):

BUYER'S PRINTED NAME	DATE OF SALE OR TRANSFER
KORYNN T JADEN DICKEY	
BUYER'S ADDRESS	
ODOMETER READING (NO TENTHS)	I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle <b>UNLESS</b> one of the following statements is checked:
<input type="checkbox"/> The mileage stated is in EXCESS of its mechanical limits.	
<input type="checkbox"/> The odometer reading is <b>NOT</b> the actual mileage. <b>WARNING - ODOMETER DISCREPANCY</b>	
SELLER'S PRINTED NAME	SIGNATURE
SELLER'S PRINTED NAME (IF BUSINESS, PERSON SIGNING FOR BUSINESS)	SIGNATURE
SELLER'S ADDRESS (IF DIFFERENT FROM FRONT OF TITLE)	DEALER/WRECKER NUMBER
	TELEPHONE NUMBER

I am aware of the above odometer disclosure made by the seller/agent.

**THIRD ASSIGNMENT OF TITLE**  
Assignment areas must be completed fully including the printed names and signatures of buyer(s) and seller(s).

I certify the vehicle described above has been transferred to the following (signature certifies to odometer disclosure and releases interest in the vehicle):

BUYER'S PRINTED NAME	DATE OF SALE OR TRANSFER
BUYER'S ADDRESS	
ODOMETER READING (NO TENTHS)	I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle <b>UNLESS</b> one of the following statements is checked:
<input type="checkbox"/> The mileage stated is in EXCESS of its mechanical limits.	
<input type="checkbox"/> The odometer reading is <b>NOT</b> the actual mileage. <b>WARNING - ODOMETER DISCREPANCY</b>	
SELLER'S PRINTED NAME	SIGNATURE
SELLER'S PRINTED NAME (IF BUSINESS, PERSON SIGNING FOR BUSINESS)	SIGNATURE
SELLER'S ADDRESS (IF DIFFERENT FROM FRONT OF TITLE)	DEALER/WRECKER NUMBER
	TELEPHONE NUMBER

I am aware of the above odometer disclosure made by the seller/agent.

Form 411046wd  
(10-14)



APPLICATION FOR NOTATION OF  
SECURITY INTEREST

(Present to Office Issuing Certificate of Title)

Holder of title certificate not already subject to a perfected security interest must present this form and certificate to County Treasurer.

The undersigned owner hereby requests that the security interest of

Adrian Dickey [Redacted]  
Holder of Security Interest  
1415 Packwood Rd, Packwood, IA ELT IDENTIFIER/FEIN / SSN\*  
Street City State Zip Code  
52580

be noted upon Iowa Certificate of Title issued for a 2020 Toyota 5YFS4RCE4LP01  
Year Make VIN  
4163

in the name of Korynn Dickey  
TYPE OR PRINT NAME OF OWNER  
801 Highland St Fairfield IA 52556  
Street City State Zip Code

Korynn Dickey [Redacted]  
Signature of Owner FEIN / SSN\*

Notation Fee \$10.00

ACTION TAKEN

Certificate of Title noted this \_\_\_\_\_ day of \_\_\_\_\_  
Month Year

Notation Receipt No. \_\_\_\_\_ Title No. \_\_\_\_\_  
By \_\_\_\_\_

\*FEIN - Federal Employer Identification Number. If organization, disclose FEIN of organization. If individual, disclose SSN.  
ELT IDENTIFIER - A unique number assigned by the Iowa DOT to lenders participating in the electronic lien and title program.



APPLICATION FOR CERTIFICATE OF TITLE AND/OR REGISTRATION

D/R number (Dealer or Recycler Number)

Applying for: Regular Title Salvage Title Registration Month

OWNER INFORMATION

Present to the County Treasurer of your residence; the County Treasurer of the primary user if non-resident owned; the County Treasurer of residence or of the primary user if owned by a firm, association, or corporation.

Owner #1: Korynn Ladden Dickey, Iowa DL/ID or Social Security (SS) Number, Birth Date: 3/17/02, Bona fide Residence Address of Owner #1: 801 Highland St, Mailing Address of Owner #1: 1415 Packwood Rd, Fairfield Jefferson IA 50556, Packwood Jefferson IA 50580

VEHICLE INFORMATION

VIN: 5YFES4RCE4LP014163, Make: Toyota, Model: Corolla SE, Type (car, truck, etc.): CV, Color: red, Fuel: Gas, Cylinders: 4, Tonnage: GVWR: Sq. footage: Iowa Plate No. (if applicable): Validation No.: Validation Year: Purchase Date or Date Brought into State: VIN of Traded Vehicle (if applicable): Trailer Empty Weight (if applicable): Over 2,000 lbs. 2,000 lbs. or less

SECURITY INTEREST INFORMATION

Give complete statement of security interests (liens). If none, so state.

Table with columns: Nature, Held by, Address (Street, City, State, ZIP Code). Row 1: First Security Interest, Adrian Dickey, 1415 Packwood Rd, Packwood, IA 50580.

PURCHASE PRICE

Purchase Price (Purchase Price less any trade): 17499.00, I claim exemption from payment of the fee for new registration, I claim a business trade exemption for my truck.

We certify under penalty of perjury that the foregoing is true and correct.

Signature of Owner #1, Signature of Owner #2, Signature of Owner #3, Date

If firm, association, corporation, or attorney in fact

THE FOLLOWING FOR DEALER USE ONLY The vehicle dealer named below as "seller" does hereby certify that the new vehicle described above was sold to the applicant for the following consideration that includes freight, manufacturer's tax, accessories, and other related equipment or services and represented to total delivered price to the purchaser, valued in money whether received in cash or otherwise.

Sale price, Less trade in, Less charges exempt from fee for new registration, Less rebate applied to purchase price of the vehicle, Equals fee for new registration price, Date registration applied for, If none, so state, Registration fee correct

We certify under penalty of perjury that the foregoing is true and correct. Dealer Number, Dealership Name, Authorized Representative and Title

\*Important: Be certain that dates and other information given are correct. Any person who uses a false or fictitious name, makes a false statement, or otherwise commits a fraud upon this application is punishable by prison sentence and possible fine. This application also constitutes an application for refund of excess credit, when applicable.

Yes, I would like to make a voluntary contribution to the anatomical gift public awareness and transplantation fund in the amount of

Form 41110N (08-13)



# Iowa Department of Transportation

## DAMAGE DISCLOSURE STATEMENT

Please read the information on the reverse side before completing this form.

I, \_\_\_\_\_ (seller) hereby certify that the following damage disclosure statement is true and correct for the following described motor vehicle: 2020 year, Toyota make, 5JF54RCE4LP014163 VIN

### SECTION 1.

The seller must complete Section 1 if any of the following conditions apply

- the Iowa title is not available,
- the face of the seller's Iowa title contains no indication that the vehicle was previously salvaged, titled as a salvage, rebuilt, or flood and the seller knows or reasonably should know that the vehicle was previously salvaged, titled as a salvage, rebuilt, or flood in another state,
- the motor vehicle is a new vehicle sold in Iowa with 1,000 miles or less that has sustained damage exceeding 50% of its fair market value.

1. I have knowledge the motor vehicle is now or was previously titled as salvage, rebuilt or flood in this state or any other state.  
 Yes  No
2. If you answered "No" to question #1, complete the following. I have knowledge that, prior to or during the time I owned the motor vehicle, it sustained damage for which the cost of repair exceeded 50% of the fair market value before it became damaged.  
 Yes  No
3. I have knowledge that the current motor vehicle certificate of title shows that there was prior damage to the motor vehicle.  
 Yes  No

### SECTION 2.

The buyer must complete this Section if

- The vehicle was purchased from a non-resident.
- OR
- The vehicle was acquired through a transfer by operation of law (see page 2).

1. I have knowledge the motor vehicle was previously titled as salvage, rebuilt or flood in this state or any other state.  
 Yes  No.
2. If you answered "No" to question #1, complete the following, unless you are surrendering a foreign salvage title or equivalent. I have knowledge that, prior to or during the time I owned the motor vehicle, it sustained damage for which the cost of repair exceeded 50% of the fair market value before it became damaged.  
 Yes  No.

### SIGNATURES

Date  
X 9/11/20  
Date

Seller's Signature  
X Karyn D. Cley  
Buyer's Signature

The seller does not need to sign if Section 2 has been completed.  
This form must be given to the buyer and surrendered to the County Treasurer when making application for title.  
WARNING: A person who knowingly makes a false damage disclosure statement commits a fraudulent practice.