MISSOURI COURT OF APPEALS
WESTERN DISTRICT

WD88312

LAWRENCE AND KAY E. KEENER,
Appellants,

v.

SOMERSET APARTMENT, MGMT, L.L.C., ET AL,
Respondents.

Opinion Filed: November 10, 2026

Appeal from the Circuit Court of Clay County, Missouri
The Honorable Louis Angles, Judge

Before Division Four: Edward R. Ardini, Jr., Chief Judge, Presiding,
Lisa White Hardwick, Judge, and Gary D. Witt, Judge

Lawrence and Kay Keener ("Keeners") appeal the judgment of the Circuit Court of Clay County ("circuit court") directing verdict for Somerset Apartment Management, LLC and Quality Hill KC, LLC on the Keeners' claims of violations of the tow statute and conversion related to a 1999 Lexus RX300 ("Lexus"). For reasons stated herein, we affirm the decision of the circuit court.

Factual[1] and Procedural History

On July 17, 2018, Lawrence Keener fell asleep while driving and wrecked the Keeners' Lexus.[2] Following the wreck, the Lexus was inoperable. Police called to the scene declared the vehicle "totaled." During the tow drive back to the Keeners' home, Lawrence and the tow truck driver ("Driver")[3] agreed the Keeners would gift the Lexus to Driver. As soon as Lawrence and Driver arrived at the Keener home with the totaled Lexus, Lawrence and Kay Keener each signed the back of the vehicle title and gave Driver the Lexus and the title. In doing so, the Keeners intended to fully divest themselves from ownership of the Lexus. The Keeners removed the Lexus from their insurance and their property tax; they filed no insurance claim for damages. The Keeners never saw the Lexus or Driver again. Driver never transferred title of the Lexus into his name or to any other person.

Sometime in the fall of 2019, the Lexus appeared in a private garage owned by Quality Hill Apartments ("Quality Hill"). Quality Hill is managed by Somerset Property

---

[1] When reviewing a circuit court's decision to grant a directed verdict, this Court views the evidence in the light most favorable to plaintiff. *Brock v. Dunne,* 637 S.W.3d 22, 26-27 (Mo. banc 2021) (the Court assumes the jury will believe all evidence supporting plaintiff's case, draw all reasonable inferences from the evidence in plaintiff's favor, and reject all contrary evidence and inferences).

[2] The facts are derived from Kay Keener's testimony at trial. Due to illness, Lawrence Keener was unable to participate in trial.

[3] Driver has never been identified.

Apartment Management ("Somerset"). Believing the Lexus abandoned,[4] on December 6, 2019, Erica Waisner, as Somerset's property manager for Quality Hill, arranged with VIP Towing ("VIP") to tow the Lexus off Quality Hill's property. By that time, the Lexus had been parked—with broken windows, expired tags, and without proper permits—in the Quality Hill garage for over two months. Four Quality Hill "tow warning" stickers were pasted to the Lexus' window.

Under the direction of Waisner and overseen by a Quality Hill employee, VIP loaded the Lexus to tow it to VIP's lot. VIP presented the tow authorization paperwork[5] to Waisner, who completed her section of the form and returned it to VIP. That same day, VIP sent the abandoned property form to the Kansas City Police Department ("Police"). In turn, Police completed the bottom section of the form, including designating the registered owner as Lawrence Keener, and returned the form to VIP.

[4] At some point prior to December 6, 2019, a Quality Hill tenant named Tyler Busby claimed ownership of the Lexus. Busby told Waisner the car had been broken into and the title registration removed from the glove box. No keys were with the vehicle. Busby also told Waisner the vehicle was inoperable, not worth fixing, and to go ahead and tow it. Busby was not named in the current lawsuit and not subpoenaed to testify at trial.

[5] Form 4669 is the authorization paperwork specifically dealing with abandoned property. *See* Mo. Dep't of Revenue, *Abandoned Property Report* (Form 4669) (rev. 10-2025). The form includes three check-the-box options to further explain under which condition the vehicle is being towed. Here, although the form was otherwise completed, neither Waisner nor the VIP tow driver marked any of the boxes.

For reasons unknown, the Keeners did not receive VIP's first lien and bill notice.[6] On July 2 and 3, 2020, Kay and Lawrence Keener received individual second notices, advising them of VIP's lien and including a bill for towing and storage charges.[7] After realizing the Keeners had not received the notice within the time required by statute, VIP told Lawrence Keener it would waive all charges and he could have the Lexus for free. The Keeners never came to look at or pick up the vehicle. VIP never applied for title to the car because it believed the car had no value. As of the date of trial, the Lexus remained on VIP's property.

On July 10, 2020, instead of retrieving the Lexus or otherwise following up on VIP's offer, the Keeners responded by filing the instant lawsuit against Waisner and VIP, claiming conversion and violations of Missouri's tow law. They subsequently amended their petition to include both Quality Hill and Somerset. On July 26, 2021, while the case was pending, the Missouri Department of Revenue issued the Keeners a duplicate title for the Lexus.[8]

After the Keeners moved for summary judgment against Waisner and VIP, when neither Waisner or VIP responded, on July 24, 2025, the circuit court granted default

---

[6] *See* Mo. Dep't of Revenue, *Vehicle Owner and Lienholder Notification* (Form 4577) (rev. 09-2016).

[7] VIP does not dispute failing to comply with the required statutory time frames. *See* § 304.158 RSMo (requiring towing company to provide notice to the registered owner within ten business days). By the time the Keeners received the notices on July 2 and 3, 2019, the total amount due for towing and storage was $6450.00.

[8] The record is unclear who requested the duplicate title, but the Keeners relied on the duplicate title at trial to support their claims.

summary judgment as to liability against both Waisner and VIP and set trial for damages for August 4, 2025.

Jury trial began August 4, 2025. At the close of the Keeners' evidence, Quality Hill and Somerset moved for directed verdict. The circuit court granted the motion, finding the Keeners divested themselves of the Lexus in 2018 when they signed the title over to Driver. At the same time, the circuit court *sua sponte* set aside the interlocutory judgment of default against Waisner and dismissed her, finding she was acting in the course and scope of her employment. The circuit court also *sua sponte* set aside the interlocutory judgment of default against VIP and included it in the motion for directed verdict.

The circuit court denied the Keeners' motion for a new trial. The Keeners appeal the denial of their claims against Quality Hill and Somerset.

Standard of Review

The grant or denial of a motion for directed verdict is predicated on plaintiff making a submissible case. *Apperson v. Kaminsky,* 727 S.W.3d 422, 426 (Mo. banc 2026). A submissible case requires plaintiff "offer substantial evidence supporting every element" essential to liability. *Id.* (internal quotation omitted). Whether plaintiff made a submissible case is a question of law subject to *de novo* review. *Id.* Appellants bear the burden of establishing error and a right to relief. *Wilkinson v. Farmers Holding Cos.,* 732 S.W.3d 93, 98 (Mo. banc 2026).

Analysis

The Keeners raise three points on appeal, all alleging the circuit court erred in directing the verdict. Point I alleges the trial court misapplied the law in determining divestment because the title to the Lexus was not properly transferred under § 301.210 RSMo.[9] Point II alleges the circuit court misapplied the law because the Keeners made a submissible case for conversion. Point III alleges the circuit court misapplied the law in construing Missouri tow statutes to require only "substantial compliance." Because the issue of vehicle ownership is dispositive for all three points, we address them together.

Proof of ownership of the property is required to recover statutory damages under Missouri's towing statute. § 304.158; *State ex rel. Williams v. March,* 626 S.W.2d 223, 227 (Mo. banc 1982). Likewise, proof of ownership is required to recover on a claim of conversion. *Lewis v. Lewis,* 671 S.W.3d 734, 739 (Mo. App. 2023) (conversion is the unauthorized assumption of right of ownership over another's personal property).

In the case of a used motor vehicle, "the fact of ownership is created by the delivery of a properly assigned certificate of title." *Naert v. GEICO Cas. Ins. Co.,* 2020 WL 2130096, at *2 (E.D. Mo. May 5, 2020) (interpreting and applying § 301.010 definition of "owner" to hold an owner means anyone who holds legal title to a vehicle). Registration is one step "beyond" proper assignment of title; thus, an individual may become the owner of a used vehicle although he is not the registered owner. *Allstate Ins. Co. v. Northwestern Nat. Ins. Co. of Milwaukee,* 581 S.W.2d 596, 602 (Mo. App. 1979);

[9] All statutory references are to the Revised Statutes of Missouri 2016, as updated by supplement through 2026 unless otherwise indicated.

see also Hong Lu v. Auto. Club Inter-Ins. Exch., 510 S.W.3d 348, 354 (Mo. App. 2016) (holding ownership of a used vehicle transfers when title endorsed and delivered with vehicle).

Here, the evidence was undisputed that on July 17, 2018, the Keeners gave the Lexus—along with the endorsed title—to Driver. Kay Keener testified she and Lawrence intended to divest themselves of ownership of the Lexus when they gave the title and the vehicle to Driver.

The Keeners' reliance on *State v. Glenn* is misplaced. In *Glenn,* transfer of ownership was incomplete both because the identity of the buyer was unknown at the time the assignment was attempted and because possession of the vehicle was not transferred at the same time as the title. 423 S.W.2d 770, 775 (Mo. banc 1968). In contrast, the Keeners, intending to divest themselves of ownership of the Lexus, handed Driver an endorsed title at the same time they gave Driver the Lexus. Although Driver was not identified at trial, there is no dispute Driver was a specific person. From the moment the Keeners relinquished the endorsed title along with the Lexus to Driver, they no longer owned the Lexus and had no standing to bring any claim related to the Lexus. Without proof of ownership, the Keeners claims must fail. The circuit court did not err in directing verdict to defendants. Points I, II, and III are denied.

Conclusion

The judgment is affirmed.



Lisa White Hardwick, Judge

All Concur.