

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF KANSAS

Guymon Beckham v. The Monarch Cement Company

Beckham · No. 23-1235-DDC · Decided December 23, 2025

SUMMARY

The United States District Court for the District of Kansas denies The Monarch Cement Company's motion for summary judgment in Guymon Beckham's premises-liability negligence action. The court concludes that a reasonable jury could find the mode-of-operation exception to Kansas's actual-or-constructive-notice requirement applicable to the truck-loading facility. It also concludes that whether the fall hazard was open and obvious presents a fact question for the jury.

CASE DETAILS

COURT	United States District Court for the District of Kansas
WRITING FOR THE COURT	Daniel D. Crabtree
JURISDICTION	United States District Court for the District of Kansas
DECIDED	December 23, 2025
DOCKET	23-1235-DDC
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved for summary judgment on the ground that it owed plaintiff no legal duty under Kansas premises-liability law. The court denied the motion.
STANDARD OF REVIEW	Summary judgment is proper when there is no genuine dispute of material fact and the movant is entitled to judgment as a matter of law. The court views the evidence and draws reasonable inferences in the light most favorable to the nonmoving party. The moving party bears the initial burden of production and must establish entitlement to judgment as a matter of law; if that burden is met, the nonmoving party must identify specific facts showing a genuine issue for trial.
PRECEDENTIAL VALUE	unpublished
PARTIES	The Monarch Cement Company v. Guymon Beckham

TOPICS

- premises liability
- duty of care
- summary judgment
- negligence
- hearsay

PRACTICE AREAS

premises liability negligence civil procedure evidence

QUESTIONS PRESENTED

1. Whether Monarch Cement was entitled to summary judgment because Beckham could not establish actual or constructive notice of the dangerous condition.
2. Whether the Kansas mode-of-operation doctrine could excuse the traditional actual-or-constructive-notice requirement under the circumstances.
3. Whether the danger created by the gap between the truck and the lid-closing station was open and obvious as a matter of law, eliminating Monarch Cement's duty to protect or warn.

HOLDINGS

1. Summary judgment was inappropriate on the notice theory because a reasonable jury could find that Monarch Cement's self-service mode of operation, which invited and expected truck drivers to align their own vehicles at the elevated lid-closing station, created a foreseeable risk that improper alignment and a dangerous gap would regularly occur. If the doctrine applies, Beckham need not establish actual or constructive notice.
2. The open-and-obvious issue could not be resolved on summary judgment. A reasonable jury could find that the lid-closing station and gangway mitigated the apparent danger and that a person in Beckham's position would not have appreciated the probability and gravity of falling through the gap.

KEY QUOTATIONS

"A reasonable jury could find that defendant's mode of operating its business excuses the actual or constructive notice requirement." (at 1)

"And whether the dangerous condition was open and obvious is a fact question for the jury to decide." (at 1)

"Simply because something has not yet happened does not mean that its happening is not foreseeable." (at 14)

"The court thus denies summary judgment to defendant." (at 19)

FACTUAL BACKGROUND

Beckham, a professional truck driver, arrived at Monarch Cement's facility to load a pneumatic trailer and then use the facility's lid-closing station. Although signage instructed drivers to pull as close to a bumper guard as possible, Beckham's truck remained too far away, creating a gap between the truck and the station. After Beckham lowered the gangway and attempted to step from its end onto the curved side of the truck, he slipped and fell approximately twelve feet onto the bumper guard. The facility used a self-service process in which truck drivers were expected to align their own vehicles and access the trailer roof through the gangway system.

PROCEDURAL HISTORY

Guymon Beckham sued The Monarch Cement Company for negligence under a premises-liability theory after falling from a raised lid-closing station on defendant's property. Defendant moved for summary judgment, arguing that it lacked actual or constructive notice of the dangerous condition and that the condition was open and obvious. The court concluded that both theories presented issues for a reasonable jury and denied the motion.

DISPOSITION

other

CASES CITED

- Scott v. Harris, 550 U.S. 372, 378 (2007)
- Nahno-Lopez v. Houser, 625 F.3d 1279, 1283 (10th Cir. 2010)
- Oldenkamp v. United Am. Ins. Co., 619 F.3d 1243, 1245-46 (10th Cir. 2010)
- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248-49 (1986)
- Adler v. Wal-Mart Stores, Inc., 144 F.3d 664, 670-71 (10th Cir. 1998)
- Kannady v. City of Kiowa, 590 F.3d 1161, 1169 (10th Cir. 2010)
- Trainor v. Apollo Metal Specialties, Inc., 318 F.3d 976, 979 (10th Cir. 2002)
- Sigmon v. CommunityCare HMO, Inc., 234 F.3d 1121, 1125 (10th Cir. 2000)
- Reed v. Bennett, 312 F.3d 1190, 1194-95 (10th Cir. 2002)
- Jenkins v. Wood, 81 F.3d 988, 990 (10th Cir. 1996)
- Celotex Corp. v. Catrett, 477 U.S. 317, 324, 327 (1986)
- Libertarian Party of N.M. v. Herrera, 506 F.3d 1303, 1309 (10th Cir. 2007)
- Tucker v. Faith Bible Chapel Int'l, 36 F.4th 1021, 1030-31 (10th Cir. 2022)
- Nordwald v. Brightlink Commc'ns, LLC, 603 F. Supp. 3d 1030, 1040 (D. Kan. 2022)
- Klaxon Co. v. Stentor Elec. Mfg. Co., 313 U.S. 487, 496 (1941)
- Anderson v. Com. Constr. Servs., Inc., 531 F.3d 1190, 1194 (10th Cir. 2008)
- Ling v. Jan's Liquors, 703 P.2d 731, 735 (Kan. 1985)
- Granados v. Wilson, 523 P.3d 501, 510 (Kan. 2023)
- Corazzin v. Edward D. Jones & Co., L.P., 530 P.3d 445, 449 (Kan. Ct. App. 2023)
- Elstun v. Spangles, Inc., 217 P.3d 450, 453 (Kan. 2009)
- Wilson v. Wal-Mart Stores, Inc., No. 07-2263-JWL, 2008 WL 2622895, at *7 (D. Kan. June 30, 2008)
- Jackson v. K-Mart Corp., 840 P.2d 463, 465, 467, 470 (Kan. 1992)
- Crowe v. True's IGA, LLP, 85 P.3d 1261, 1265 (Kan. Ct. App. 2004)
- Kimes v. Unified Sch. Dist. No. 480, 934 F. Supp. 1275, 1280 (D. Kan. 1996)
- Miller v. Dollar Gen. Corp., No. 22-CV-1137-JAR, 2023 WL 2967940, at *4 (D. Kan. Apr. 17, 2023)
- Wagoner v. Dollar Gen. Corp., 955 F. Supp. 2d 1220, 1225-26 (D. Kan. 2013)
- Hembree v. Wal-Mart of Kan., 35 P.3d 925, 926, 928 (Kan. Ct. App. 2001)

- *Hammond v. San Lo Leyte VFW Post #7515*, 466 P.3d 886, 891 (Kan. 2020)
- *Herrell v. Nat'l Beef Packing Co., LLC*, 259 P.3d 663, 675 (Kan. 2011)
- *Manley v. Hallbauer*, 423 P.3d 480, 487 (Kan. 2018)
- *Wellhausen v. Univ. of Kan.*, 189 P.3d 1181, 1182-84 (Kan. Ct. App. 2008)
- *Walker v. Mustang Enters., Inc.*, 376 P.3d 96, 2016 WL 3570483, at *3, *5 (Kan. Ct. App. July 1, 2016)
- *Bonnette v. Triple D Auto Parts, Inc.*, 409 P.3d 865, 871 (Kan. Ct. App. 2017)
- *Gregory v. Creekstone Farms Premium Beef, LLC*, 728 F. App'x 824, 826-28 (10th Cir. 2018)
- *Eickhoff v. Scannell Props. #516, LLC*, No. 24-2234-KHV, 2025 WL 2735535, at *1 (D. Kan. Sept. 25, 2025)
- *Powell v. Captain D's, LLC*, No. 23-2281-JWB, 2025 WL 548430, at *1 (D. Kan. Feb. 19, 2025)
- *Sasser v. Walmart, Inc.*, No. 21-CIV-125-RAW, 2023 WL 9751411, at *1 (E.D. Okla. Aug. 2, 2023)
- *Curtis v. Viega, Inc.*, No. 21-1010-EFM, 2022 WL 218706, at *6 (D. Kan. Jan. 25, 2022)
- *Amos v. W.L. Plastics, Inc.*, No. 07-CV-49 TS, 2010 WL 257267, at *2 (D. Utah Jan. 19, 2010)
- *Gregory v. Creekstone Farms Premium Beef, LLC*, 728 F. App'x 824, 826-27 (10th Cir. 2018)
- *Aiken v. Emp. Health Servs., Inc.*, 81 F.3d 172, 1996 WL 134933, at *2 (10th Cir. Mar. 23, 1996)
- *Wingerd v. Kaabooworks Servs., LLC*, No. 18-CV-2024-JAR-KGG, 2019 WL 1171700, at *19 (D. Kan. Mar. 13, 2019)
- *Andy's Towing, Inc. v. Bulldog Bldg. Sys., Inc.*, No. 10-2354-JTM, 2011 WL 2433679, at *5 (D. Kan. June 14, 2011)

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