

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
MISSOURI, EASTERN DIVISION

Elizabeth Ann Henderson, et al. v. Bank of America, N.A.

Henderson · No. 4:24-CV-1688-ACL · Decided May 12, 2026

SUMMARY

In this Memorandum and Order, the United States District Court for the Eastern District of Missouri denied Bank of America, N.A.'s motion for summary judgment in a premises-liability action arising from Elizabeth Ann Henderson's fall on a concrete path outside a bank branch. The court held that the lease's assignment of maintenance responsibilities to the landlord did not, as a matter of law, eliminate the bank's duty to provide invitees with a reasonably safe means of ingress and egress. The court also declined to grant summary judgment on the related loss-of-consortium and punitive-damages claims.

CASE DETAILS

COURT	United States District Court for the Eastern District of Missouri, Eastern Division
WRITING FOR THE COURT	Abbie Crites-Leoni
JURISDICTION	United States District Court for the Eastern District of Missouri, Eastern Division
DECIDED	May 12, 2026
DOCKET	4:24-CV-1688-ACL
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved for summary judgment on plaintiffs' premises-liability negligence, loss-of-consortium, and punitive-damages claims.
STANDARD OF REVIEW	Summary judgment is proper under Federal Rule of Civil Procedure 56(a) when there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. The moving party bears the initial burden; after that burden is met, the nonmoving party must identify more than a mere doubt or an outcome-determinative factual dispute.
PRECEDENTIAL VALUE	unpublished district court memorandum and order; persuasive rather than binding precedent
PARTIES	Elizabeth Ann Henderson, Duke Brown v. Bank of America, N.A.

TOPICS

premises liability

summary judgment

negligence

loss of consortium

punitive damages

PRACTICE AREAS

torts

civil procedure

remedies

QUESTIONS PRESENTED

1. Whether the lease and related evidence were sufficiently capable of being presented in admissible form at trial to be considered on summary judgment.
2. Whether Bank of America was entitled to summary judgment on the premises-liability claim because it did not lease or exclusively control the exterior path where Henderson fell.
3. Whether the loss-of-consortium and punitive-damages claims failed because they depended on the premises-liability claim.

HOLDINGS

1. The lease could be considered because the defendant represented that it could present the documents at trial in admissible form as business records with proper foundation and authentication.
2. Bank of America was not entitled to summary judgment merely because it did not lease the exterior area and the landlord had maintenance responsibilities. The record did not conclusively establish that the bank exercised no control over the area, and Missouri law may impose on a merchant a duty to provide invitees with a reasonably safe means of ingress and egress even absent actual dominion or control over the approach.
3. Summary judgment was not warranted on the loss-of-consortium and punitive-damages claims because the premises-liability claim remained viable at the summary-judgment stage.

KEY QUOTATIONS

“If it chose to adopt such steps, walk, slab, and grounds exterior to its building as a safe means of entrance into and exit from its store building, and they were not safe, although not in its possession or under its control, it is nevertheless bound, the same as if they had been in its possession and under its control.” (at 7-8)

FACTUAL BACKGROUND

Elizabeth Ann Henderson tripped and fell on a raised concrete slab on a path leading from Bank of America’s St. Louis branch to the parking area after conducting personal banking. She alleged that the dangerous condition was known or should have been known to the bank, that the bank failed to warn customers or cordon off the condition, and that she sustained substantial physical, emotional, and financial injuries. The bank leased the drive-through and certain interior portions of the property but not the exterior area where Henderson fell; the lease assigned maintenance of the relevant area to the landlord.

PROCEDURAL HISTORY

Plaintiffs originally filed the action in the Circuit Court of the City of St. Louis, Missouri. Defendant removed the case to federal court based on diversity jurisdiction and moved for summary judgment. The district court denied the motion and set a telephone status conference.

DISPOSITION

other

CASES CITED

- Celotex Corp. v. Catrett, 477 U.S. 317, 322 (1986)
- City of Mt. Pleasant, Iowa v. Associated Elec. Co-op. Inc., 838 F.2d 268, 273 (8th Cir. 1988)
- Matsushita Elec. Industrial Co. v. Zenith Radio Corp., 475 U.S. 574, 586 (1986)
- State Auto. Ins. Co. v. Lawrence, 358 F.3d 982, 985 (8th Cir. 2004)
- Mosley v. City of Northwoods, 415 F.3d 908, 910-11 (8th Cir. 2005)
- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248 (1986)
- Smith v. Kilgore, 926 F.3d 479, 485 (8th Cir. 2019)
- Hodge ex rel. Farrow v. Walgreen Co., 37 F.4th 461, 464 (8th Cir. 2022)
- Lacy v. Wright, 199 S.W.3d 780, 783 (Mo. Ct. App. 2006)
- Bartel v. Cent. Mkts, Inc., 896 S.W.2d 746, 748 (Mo. Ct. App. 1995)
- Bruner v. City of St. Louis, 857 S.W.2d 329, 332 (Mo. Ct. App. 1993)
- Steward v. Baywood Vills. Condo. Ass'n, 134 S.W.3d 679, 682 (Mo. Ct. App. 2004)
- Medley v. Joyce Meyer Ministries, 460 S.W.3d 490, 492, 495-496 (Mo. Ct. App. 2015)
- Bowman v. McDonald's Corp., 916 S.W.2d 270, 285 (Mo. Ct. App. 1995)
- Demko v. H & H Inv. Co., 527 S.W.2d 382, 384 (Mo. Ct. App. 1975)
- Cannon v. S.S. Kresge, 116 S.W.2d 559, 564, 571-572 (Mo. Ct. App. 1938)
- Olds v. St. Louis Nat. Baseball Club, 119 S.W.2d 1000 (Mo. Ct. App. 1938)
- O'Connell v. Roper Elec. Co., Inc., 498 S.W.2d 847, 853 (Mo. Ct. App. 1973)
- Evans v. Sears, Roebuck and Company, 104 S.W.2d 1035 (Mo. Ct. App. 1937)
- Hagen v. McDonald's Corp., 231 S.W.3d 858, 861 (Mo. Ct. App. 2007)
- Tiger v. Quality Transp., Inc., 375 S.W.3d 925, 928 (Mo. Ct. App. 2012)