MISSOURI COURT OF APPEALS
WESTERN DISTRICT

KRISTY RICHARDS, Appellant,
v.
THE BUNKHOUSE BAR & GRILL, LLC, AND THE CINCINNATI SPECIALTY UNDERWRITERS INSURANCE COMPANY, Respondents.

DOCKET NUMBER WD87349

DATE: May 27, 2025

Appeal From:

Platte County Circuit Court
The Honorable Megan Blair Benton, Judge

Appellate Judges:

Division Four: Anthony Rex Gabbert, Chief Judge Presiding, Janet Sutton, Judge, and James Edward Welsh, Special Judge

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Attorneys:

William Kenney, Lees Summit, MO, counsel for Appellant.

Charles Vaughn, St. Louis, MO, counsel for Respondents.
Patrick Cody, St. Louis, MO, co-counsel for Respondents.

MISSOURI APPELLATE COURT OPINION SUMMARY

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KRISTY RICHARDS, Appellant,

v.

THE BUNKHOUSE BAR & GRILL, LLC, AND THE CINCINNATI SPECIALTY UNDERWRITERS INSURANCE COMPANY Respondents.

WD87349 Platte County

Before Division Four Judges: Anthony Rex Gabbert, Chief Judge Presiding, Janet Sutton, Judge, and James Edward Welsh, Special Judge

This appeal arises out of Kristy Richards' (Richards) equitable garnishment action and petition for declaratory judgment filed against The Bunkhouse Bar & Grill, LLC (the Bunkhouse) and the Cincinnati Specialty Underwriters Insurance Company (Cincinnati). Richards sought recovery from Cincinnati of the full $405,000 judgment awarded to her for bodily injury against Cincinnati's insureds in an underlying lawsuit alleging common law negligence on the part of the Bunkhouse and battery against R.J., the Bunkhouse's owner (Owner). Richards had alleged that Owner and other women attacked her, causing her injuries.

Cincinnati filed a cross-claim and counter-claim for declaratory judgment, seeking a judgment that Richards' recovery was limited by a $25,000 policy sublimit and that Cincinnati had fully satisfied its obligation under its policy. The circuit court of Platte County (trial court) entered judgment in favor of Cincinnati, concluding that Richards' recovery from Cincinnati was limited by the $25,000 sublimit in the insurance policy, and, because Cincinnati had previously paid that amount toward the judgment it had satisfied its obligation under the policy.

In two points on appeal, Richards argues that the trial court erred in concluding that the insurance policy's assault and battery exclusion applied, and that the trial court erred in concluding that the concurrent proximate cause rule did not apply.

AFFIRMED.

Division Four holds:

1. Richards' injuries upon which the judgment was based arose from an assault and battery. There is no ambiguity in the terms of the insurance policy and its language

is clear. The insurance policy's assault and battery exclusion applied to limit Richards' recovery against Cincinnati to the $25,000 sublimit.

2. The concurrent proximate cause rule does not apply to provide coverage. The Bunkhouse's negligence, as found by the jury, was not a separate and non-excluded cause apart from the assault and battery. Richards' assault and battery were one of a narrow range of foreseeable harms resulting from the Bunkhouse's negligence as submitted to and found by the jury.

Opinion by: Janet Sutton, Judge May 27, 2025

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