

**IN THE CIRCUIT COURT OF THE COUNTY OF ST. LOUIS
STATE OF MISSOURI**

Jonita Chatman,)	August 20, 2009
)	
Plaintiff,)	Cause No. 08SL-CC00436
vs.)	
)	Division 4
HBS d/b/a Hudson Services,)	
et al.,)	
)	
Defendants.)	

Order and Judgment

Defendant Jewish Center For The Aged (JCA) and Randall Delkus' motion for summary judgment and defendant HBS d/b/a Hudson Services (Hudson)'s motion for summary judgment, were called for hearing on August 10, 2009. Having considered the arguments of counsel, the memorandum filed, and the authorities cited, the court rules as follows:

1. Defendants JCA and Delkus' motion for summary judgment.

The court finds that genuine issues of material fact remain unresolved which do not justify judgment as a matter of law in favor of defendants JCA and Delkus. Accordingly, defendants JCA and Delkus' motion for summary judgment is denied.

2. Defendant Hudson's motion for summary judgment.

Plaintiff has alleged in count I of her first amended petition that Hudson had agreed to perform security services at JCA, her place of employment, at the

time of the occurrence that gave rise to her cause of action; that because of that agreement, Hudson assumed a duty to protect plaintiff; that Hudson was negligent in the performance of that duty, which resulted in plaintiff's injuries and damages.

Pursuant to the contract between Hudson and JCA, Hudson was to provide "security service" at JCA's facility, with two unarmed security officers for a total of 160 hours per week. The term "security service" is not further defined in the contract. Plaintiff concedes that JCA generally took security in-house to cut expenses and that on the date of the incident involving plaintiff, Hudson did not provide security services on the door from which plaintiff exited, or on the outside premises of JCA. According to the deposition testimony cited by both parties, the only services Hudson provided at that time were "greeters" at two doors whose duties were to sign visitors in and out and to be sure that none of the residents eloped.

Hudson relies in part on *Owens v. Unified Investigations & Sciences, Inc.*, 166 S.W.3d 89 (Mo.App E.D. 2005). "Generally, a defendant who has contracted with another owes no duty to a plaintiff who is not a party to that agreement, nor can a non-party sue for negligent performance of the contract." *Id.* at 92. Although the law recognizes exceptions, "the proper inquiry is whether the defendant has assumed a duty of reasonable care to prevent foreseeable harm to the plaintiff." *Id.* The court finds *Owens* persuasive under the facts of this case. At the time of plaintiff's abduction from the JCA's premises, Hudson was not contractually obligated to perform security services at the door from which plaintiff exited or any of JCA's outside property, nor did Hudson assume the responsibility to do so. Accordingly, there was no duty of reasonable care owed to plaintiff by defendant Hudson and obviously, no breach of any duty to her. The court finds that the defendant HBS d/b/a Hudson Services is entitled to summary judgment as a matter of law.

It is therefore Ordered, Adjudged, and Decreed that the defendant HBS d/b/a Hudson Services' motion for summary judgment be, and the same is hereby granted, that the plaintiff Jonita Chatman have and recover nothing from defendant HBS d/b/a Hudson Services by reason of this action, that the defendant HBS d/b/a Hudson Services be discharged and go hence as to this

cause of action, that the costs of this proceeding be paid by plaintiff, and that execution issue therefore.

SO ORDERED:

Thomas J. Prebil
Judge, Division 4

cc: all counsel of record