



## KATHLEEN S. HAMILTON

### Partner

One Metropolitan Square  
211 North Broadway, Suite 2700  
St. Louis, MO 63102  
314-480-4184  
[khamilton@heplerbroom.com](mailto:khamilton@heplerbroom.com)

### AREAS OF PRACTICE

- Appellate
- Construction
- Insurance
- Personal Injury
- Premises
- Products Liability
- Professional Liability
- Property Damage
- Trucking & Transportation

### EDUCATION

- University of Missouri-Columbia School of Law, J.D., 2002
- University of Notre Dame, B.A. in English and History, 1999

### ADMISSIONS

- Illinois
- Missouri
- U.S District Courts for the
  - Western District of Missouri
  - Eastern District of Missouri
  - Southern District of Illinois

### PRACTICE DESCRIPTION

Kathleen S. Hamilton focuses her practice on general trial litigation and insurance defense, including:

- Premises liability
- Professional liability
- Construction law and defects
- Complex tort litigation
- Catastrophic trucking litigation

Ms. Hamilton has represented clients in matters before state and federal courts in both Missouri and Illinois and has tried cases to conclusion as both lead and assistant counsel. She also represents clients in appeals and has successfully argued in front of the Missouri Supreme Court and Missouri Courts of Appeals for the Eastern, Western, and Southern Districts; the U.S. Court of Appeals for the 8<sup>th</sup> Circuit; the Appellate Court of Illinois for the Second Judicial Circuit; and the U.S. District Court for the Southern District of Illinois.

### BAR/PROFESSIONAL ASSOCIATIONS

- American Bar Association
- Illinois State Bar Association
- The Missouri Bar
  - Supreme Court's Joint Commission on Women in the Profession

### AWARDS, HONORS & DISTINCTIONS

- Missouri & Kansas Super Lawyers
  - Rising Star (2009-2016)
- Nominated to fill vacancy on Missouri Court of Appeals, Eastern District (2021, 2020)

*(continued on page 2)*

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### PUBLISHED LEGAL WRITING

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- “Co-Employee Immunity Under Workers’ Compensation Act in Light of New Missouri Supreme Court Opinion,” *HeplerBroom Blog* (December 7, 2021).
- Right to Intervene Under Missouri Statute Section 537.065 is Not Retroactive to Trials and Contracts Pre-Dating the 2017 Amended Statute – Even if Judgment Was Not Yet Entered. *HeplerBroom Blog* (October 29, 2019).
- Change to Law Governing the Admissibility of Expert Witness Testimony. *HeplerBroom Blog* (September 7, 2017).

### LEGAL LECTURES & PRESENTATIONS

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- “Effective Settlement Negotiations and Arbitrations,” National Business Institute (St. Louis MO, 2016).
- “Stacking Insurance Coverage and Uninsured Motorist Setoffs,” Advanced Uninsured/Underinsured Motorist Law, National Business Institute (St. Louis MO, 2016; Collinsville IL, 2014).
- “Defense Strategies for Minimizing Reasonable Value of Medical Services after the Affordable Care Act,” Calculating Medical Damages in Injury Settlements Post Affordable Care Act, National Business Institute (St. Louis MO, 2015).
- “Procedural Tips and Techniques for Handling Subrogation, Rights of Reimbursement and Liens,” Advanced Uninsured/Underinsured Motorist Law, National Business Institute (Collinsville IL, 2014).

### REPRESENTATIVE/RECENT CASE RESULTS

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- Secured defense verdict in trial involving personal injury in automobile collision case. Plaintiff had asked for pain and suffering damages of \$100,000 to \$200,000. Instead, jury returned unanimous verdict that Plaintiff was completely at fault. [*Jane Kapp v. James Steingrandt and JDS Cattle Company, Ltd.*; No. 4:20-cv-00221-JAR (E.D. Mo. 2021)]
- Secured summary judgement for client in case where plaintiff sued for personal injuries following hand amputation while operating machinery as part of his employment. The part manufactured by client was not defective and was not designed specifically for use in the machine at issue. Therefore, court found defendant was entitled to summary judgement. (Missouri law, does not impose liability on the manufacturer of a non-defective component part

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**KATHLEEN S.  
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## REPRESENTATIVE/RECENT CASE RESULTS (Continued)

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when the end product was designed, assembled, and sold by other entities.) [*Timothy Farkas v. Overton Industries, Inc., et al.*; No. 4:17-CV-761 RLW (December 2018)].

- Secured summary judgment for client in case where plaintiffs alleged damage to their multimillion-dollar home arising from the design and installation of an inadequate heating and cooling system in their indoor pool room. Plaintiffs sought damages based on the alleged breach of contract to perform punch list work at the home after the design and installation of the system occurred. Because the contract at issue expressly disclaimed any liability for work done prior to its execution, and because the undisputed material facts demonstrated that the system was designed and installed in the home prior to that date, the Court found defendant was entitled to summary judgment. [*Harold Lewis, et al. v. Sigman Indoor Climate Solutions, et al.*, St. Charles County, Missouri Circuit Court; No. 1711-CC00994]. Summary judgement affirmed upon appeal. [*Harold Lewis, et al. v. Sigman Indoor Climate Solutions, et al.*, St. Charles County, Missouri Circuit Court; No. 1711-CC00994, ED 106899].
- Secured summary judgment for client in case where plaintiff sued co-employee for plaintiff's workplace injuries. Judgment was affirmed by Missouri Supreme Court, which found co-employee's negligence was result of breach of employer's nondelegable duty to provide a safe workplace; thus, negligence was employer's, not co-employee's. [*Matthew Fogerty v. Larry Meyer*, Missouri Supreme Court No. SC96030] Ruling in case changed Missouri law regarding co-employee liability and when one co-employee may sue another.
- Secured summary judgment for client in case where plaintiff attempted to set forth claim of negligence based on client's alleged failure to ensure plaintiff's safety or the structural integrity of a stairwell; court found client owed no legal duty to plaintiff and that the condition of the stairwell was open and obvious as a matter of law. [*Joseph Moore, et al. v. Burton Brothers General Contractors, et al.*, City of St. Louis, Missouri Circuit Court; Case No. 1422-CC08898 (November 29, 2017)]

For a complete list of **Representative/Recent Case Results**, see attached.



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Secured summary judgment for client based on "acceptance doctrine." At the time Plaintiff was injured, the general contractor had already accepted client's work and resumed control over the physical area at issue. [*Joseph Zyglar v. Hawkins Construction & Flat Work Contracting, Co., Inc.*, St. Louis County Circuit Court, Missouri, Case No. 16SL-CC00847 (October 30, 2017)]. Summary judgment upheld on appeal [Missouri Court of Appeals Eastern District, ED108543].

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### Representative/Recent Case Results (Continued)

Secured summary judgment for client on third-party claim for indemnity and contribution arising from alleged construction defects in residential property. [*Nancy Norton v. Bridgewater, et al.*, St. Louis County Circuit Court, Missouri, Case No. 13SL-CC00449 (July 30, 2015)]

Secured defense verdict for client in rear-end collision case. [*Amy Wallis v. Debra Rudolph*, St. Charles County Circuit Court, Missouri, Case No. 1111-CV06516 (July 15, 2014)]

Secured defense verdict in case where plaintiff alleged injuries arising from the fall of a crane on client's jobsite; affirmed on appeal. [*Walter Douglas v. St. Louis Cold Drawn, Inc.*, St. Louis County Circuit Court, Missouri, Case No. 11SL-CC01746; affirmed on appeal to Missouri Court of Appeals Eastern District, ED100039 (June 30, 2014)]

Secured summary judgment for client regarding determination of unambiguous setoff provisions of UIM policy; affirmed on appeal. [*Santos v. United Services Automobile Association*, Kane County Circuit Court, Illinois; affirmed on appeal to Illinois Court of Appeals, Second Judicial Circuit, Case No. 1012 IL App (2d) 110774-U (May 31, 2012)]

Secured summary judgment for client defending against equitable garnishment action arising from underlying Missouri Statute Section 537.065 consent judgment. [*Polley, et al. v. Amerisure Insurance Company*, St. Louis County Circuit Court, Missouri, Case No. 10SL-CC00272, (April 29, 2011)]