

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF
INDIANA, NEW ALBANY DIVISION

David Bartos v. Lowe's Home Centers, LLC, Century Fire Protection
LLC, and Maximum Fire Protection, LLC

Bartos · No. 4:23-cv-00070-TWP-KMB · Decided December 31, 2025

SUMMARY

The United States District Court for the Southern District of Indiana denied Century Fire Protection LLC's motion for summary judgment in David Bartos's negligence action arising from a slip on black ice in a Lowe's parking lot. The court held that factual issues remained regarding whether Maximum Fire Protection acted as Century's agent and whether Century controlled the condition causing Bartos's injury. The court rejected Bartos's alternative argument that Century assumed a non-delegable contractual duty.

CASE DETAILS

COURT	United States District Court for the Southern District of Indiana, New Albany Division
WRITING FOR THE COURT	Tanya Walton Pratt
JURISDICTION	United States District Court for the Southern District of Indiana
DECIDED	December 31, 2025
DOCKET	4:23-cv-00070-TWP-KMB
DISPOSITION	other
PROCEDURAL POSTURE	Defendant Century Fire Protection LLC moved for summary judgment on the plaintiff's negligence claim. The district court denied the motion.
STANDARD OF REVIEW	Summary judgment is appropriate when the record shows no genuine dispute of material fact and the moving party is entitled to judgment as a matter of law. The court views the evidence and draws reasonable inferences in favor of the nonmoving party, but speculation, conjecture, and conclusory assertions do not defeat summary judgment.
PRECEDENTIAL VALUE	unpublished

TOPICS

summary judgment

negligence

premises liability

vicarious liability

duty of care

PRACTICE AREAS

torts

civil procedure

personal injury

QUESTIONS PRESENTED

1. Whether Maximum acted as Century's agent or independent contractor, such that Century could be vicariously liable for Maximum's negligence.
2. Whether genuine disputes of material fact existed regarding Century's possession or control of the parking-lot condition for purposes of premises liability.
3. Whether Century assumed a non-delegable duty of care by contract.
4. Whether Century was entitled to summary judgment on Bartos's negligence claim.

HOLDINGS

1. Summary judgment was improper because the Services Agreement and designated evidence supported an inference that Maximum acted as Century's agent, and whether an agency relationship existed was a fact question for the trier of fact.
2. Century was not entitled to summary judgment on the premises-liability theory because material factual disputes remained regarding which entity possessed or controlled the parking lot and the water-created condition that caused Bartos's injury.
3. The Services Agreement did not establish, as a matter of law, that Century assumed a non-delegable duty to protect third parties from harm or to maintain safe conditions, because the agreement did not affirmatively and specifically express that intent.
4. Century's motion for summary judgment was denied because genuine disputes of material fact remained regarding agency and control, and Century was not entitled to judgment as a matter of law.

KEY QUOTATIONS

"The designated evidence supports the inference that Maximum acted as an agent of Century."

"The question for the Court is whether Century had the right to exercise control."

"A material question of fact remains as to which entity was in possession of the Lawrenceburg Lowe's parking lot and in control of the condition causing the injury."

"Without a specific intent, the Court will not infer one."

"For the reasons discussed above, Century's Motion for Summary Judgment (Filing No. 104) is DENIED."

FACTUAL BACKGROUND

Century contracted with Lowe's to perform fire-suppression-system maintenance and retained Maximum to conduct a fire-pump inspection at a Lawrenceburg, Indiana, Lowe's store. Maximum personnel pumped

approximately 4,000 to 5,000 gallons of water into the parking lot during the inspection on November 21, 2022, after warning Century and Lowe's about the slip-and-fall risk of conducting the test during cold weather. Later that day, Bartos slipped on black ice that had accumulated in the parking lot and was injured. The parties disputed which entity controlled the inspection, the parking lot, and the condition created by the discharged water.

PROCEDURAL HISTORY

David Bartos filed a second amended complaint alleging negligence against Lowe's Home Centers, LLC, Century Fire Protection LLC, and Maximum Fire Protection, LLC after slipping on black ice in a Lowe's parking lot. Century moved for summary judgment, arguing that it owed Bartos no duty and could not be liable for Maximum's conduct as an independent contractor. The court held that genuine disputes of material fact existed regarding agency, control of the premises and the condition causing the injury, and denied Century's motion.

DISPOSITION

other

CASES CITED

- *Zerante v. DeLuca*, 555 F.3d 582, 584 (7th Cir. 2009)
- *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 255 (1986)
- *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 587 (1986)
- *Hemsworth v. Quotesmith.com, Inc.*, 476 F.3d 487, 489-90 (7th Cir. 2007)
- *Dorsey v. Morgan Stanley*, 507 F.3d 624, 627 (7th Cir. 2007)
- *Sink v. Knox County Hosp.*, 900 F. Supp. 1065, 1072 (S.D. Ind. 1995)
- *Ritchie v. Glidden Co.*, 242 F.3d 713, 723 (7th Cir. 2001)
- *Chiaramonte v. Fashion Bed Grp., Inc.*, 129 F.3d 391, 395 (7th Cir. 1997)
- *Caesars Riverboat Casino, LLC v. Kephart*, 934 N.E.2d 1120, 1123 (Ind. 2010)
- *Stephenson v. Ledbetter*, 596 N.E.2d 1369, 1371, 1373 (Ind. 1992)
- *Ill. Bulk Carrier, Inc. v. Jackson*, 908 N.E.2d 248, 259-60 (Ind. Ct. App. 2009)
- *Bagley v. Insight Commc'ns Co., L.P.*, 658 N.E.2d 584, 586 (Ind. 1995)
- *Sword v. NKC Hosps., Inc.*, 714 N.E.2d 142, 148 (Ind. 1999)
- *Stropes v. Heritage House Childrens Ctr.*, 547 N.E.2d 244, 247 (Ind. 1989)
- *Smith v. Delta Tau Delta, Inc.*, 9 N.E.3d 154, 164 (Ind. 2014)
- *Demming v. Underwood*, 943 N.E.2d 878, 884-85 (Ind. Ct. App. 2011), transfer denied
- *Turner v. Bd. Of Aviation Comm'rs*, 743 N.E.2d 1153, 1163 (Ind. Ct. App. 2001), transfer denied
- *Rhodes v. Wright*, 805 N.E.2d 382, 385 (Ind. 2005)
- *Pennington v. Mem'l Hosp. of South Bend, Inc.*, 223 N.E.3d 1086, 1097 (Ind. 2024)
- *Griffin v. Menard, Inc.*, 175 N.E.3d 811, 812, 814 (Ind. 2021)

- Jackson v. Scheible, 902 N.E.2d 807, 810 (Ind. 2009)
- McCraney v. Gibson, 952 N.E.2d 284, 288 (Ind. Ct. App. 2011)
- Reed v. Beachy Constr. Corp., 781 N.E.2d 1145, 1150 (Ind. Ct. App. 2002)
- Estate of Staggs v. ADS Logistics Co., 102 N.E.3d 319, 324-25 (Ind. Ct. App. 2018)
- Stumpf v. Hagerman Constr. Corp., 863 N.E.2d 871, 876 (Ind. 2007)
- Ryan v. TCI Architects/Eng'rs/Contractors, Inc., 72 N.E.3d 908, 912, 914 (Ind. 2017)
- Shiel Sexton Co., Inc. v. Towe, 154 N.E.3d 827, 834-35 (Ind. Ct. App. 2020)
- Perryman v. Huber, Hunt & Nichols, Inc., 628 N.E.2d 1240 (Ind. Ct. App. 1994)
- Gwinn v. Harry J. Kloepfel & Associates, Inc., 9 N.E.3d 687 (Ind. Ct. App. 2014)

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