

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
OKLAHOMA

Ashley D. Adams v. E-Z Mart Stores, Inc.; E-Z Mart Stores, Inc. v.
LSC Ventures, Inc. d/b/a ProCore Fuel Solutions

Adams · No. 23-CV-278-RAW · Decided February 19, 2026

SUMMARY

The court partially grants and partially denies a combined motion for judgment on the pleadings and to sever claims in a wrongful-death action arising from the death of a ProCore employee at an E-Z Mart property. Applying Oklahoma law, the court dismisses E-Z Mart’s claims for contribution, indemnity, and fraud against ProCore, while allowing its breach-of-contract, misrepresentation, and related tort claims to proceed. E-Z Mart is granted fourteen days to amend its fraud claim, and the request to sever or bifurcate the remaining claims is denied.

CASE DETAILS

COURT	United States District Court for the Eastern District of Oklahoma
JURISDICTION	United States District Court for the Eastern District of Oklahoma
DECIDED	February 19, 2026
DOCKET	23-CV-278-RAW
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff and third-party defendant moved under Federal Rule of Civil Procedure 12(c) for judgment on the pleadings attacking E-Z Mart's third-party complaint, or alternatively to sever and try the claims separately.
STANDARD OF REVIEW	A Rule 12(c) motion for judgment on the pleadings is reviewed under the same standard as a Rule 12(b)(6) motion. The court accepts well-pleaded factual allegations as true, views them in the light most favorable to the nonmoving party, and determines whether the pleading states a facially plausible claim. Judgment on the pleadings is appropriate only when no material issue of fact remains and the moving party is entitled to judgment as a matter of law. Fraud allegations are additionally subject to Rule 9(b)'s particularity requirement.
PRECEDENTIAL VALUE	unpublished district court order

PARTIES

Ashley D. Adams, LSC Ventures, Inc. d/b/a ProCore Fuel Solutions v.
E-Z Mart Stores, Inc.

TOPICS

motion for judgment on the pleadings

third party practice

civil procedure

fraud

breach of contract

PRACTICE AREAS

civil procedure

torts

contracts

third-party practice

QUESTIONS PRESENTED

1. Whether E-Z Mart adequately pleaded a contribution claim against ProCore when it alleged that ProCore was solely responsible for the injury.
2. Whether E-Z Mart adequately pleaded noncontractual or implied indemnity when E-Z Mart was alleged to have been independently negligent.
3. Whether E-Z Mart's breach-of-contract, misrepresentation, and negligence claims were subject to dismissal because they rested on overlapping facts or theories.
4. Whether E-Z Mart pleaded fraud with the particularity required by Federal Rule of Civil Procedure 9(b).
5. Whether the dismissed contribution, indemnity, and fraud claims should be subject to amendment.
6. Whether the remaining claims should be severed or bifurcated for trial.

HOLDINGS

1. A third-party claim for contribution is not actionable where the third-party plaintiff alleges that the third-party defendant is solely liable for the plaintiff's injury, because contribution applies to joint or several tortfeasors and allocates liability according to comparative fault.
2. A party whose own negligence proximately contributed to the plaintiff's injury cannot obtain implied or equitable indemnity from another party that also allegedly proximately caused the injury.
3. At the pleading stage, overlapping factual allegations do not require dismissal of alternative breach-of-contract, misrepresentation, and negligence theories, although the claimant may not obtain double recovery.
4. E-Z Mart's fraud claim failed Rule 9(b) because its allegations that ProCore misrepresented the competence and training of its employees were conclusory and did not provide sufficient factual detail.
5. Leave to amend the contribution and indemnity claims was properly denied as futile because those claims would remain subject to dismissal even if amended.
6. The request to sever or bifurcate the remaining claims was denied because joint adjudication would not prejudice the moving parties, bifurcation would be inefficient, and the claims were not clearly separable.

KEY QUOTATIONS

“A motion for judgment on the pleadings under Rule 12(c) is treated as a motion to dismiss under Rule 12(b)(6).” (I. Legal Standard)

“An allegation that the party against whom contribution is sought is solely liable to the plaintiff, or that the party seeking contribution is not liable at all, is insufficient to assert a contribution claim.” (II. Contribution)

“Oklahoma courts have repeatedly held that a party whose negligence has proximately caused the injuries in question may not seek equitable indemnification from a third party who has also proximately caused those injuries.” (III. Indemnity)

“At a minimum, Rule 9(b) requires that a plaintiff set forth the who, what, when, where, and how of the alleged fraud.” (IV. Freestanding Tort and Contract Claims)

FACTUAL BACKGROUND

Lonnie Adams, a ProCore employee, died while working in an underground tank sump at an E-Z Mart property. E-Z Mart had hired ProCore to perform maintenance on fuel-dispensing equipment. Ashley Adams sued E-Z Mart, alleging negligence, failure to warn, premises liability, and negligence per se. E-Z Mart filed a third-party complaint alleging that ProCore was responsible for the incident and asserting contribution, indemnity, misrepresentation, fraud, breach of contract, and negligence based on the parties' contractual relationship.

PROCEDURAL HISTORY

Ashley Adams sued E-Z Mart after the death of her husband, Lonnie Adams, who died while performing maintenance work at an E-Z Mart property as a ProCore employee. E-Z Mart filed a third-party complaint against ProCore asserting contribution, indemnity, misrepresentation, fraud, breach of contract, and negligence based on breach of contract. The court granted the motion in part by dismissing the contribution, indemnity, and fraud claims; denied dismissal of the remaining contract and tort claims; denied leave to amend the contribution and indemnity claims as futile; allowed amendment of the fraud claim within fourteen days; and denied bifurcation or severance.

DISPOSITION

other

CASES CITED

- Atlantic Richfield Co. v. Farm Credit Bank of Wichita, 226 F.3d 1138, 1160 (10th Cir. 2000)
- Mock v. T.G. & Y. Stores Co., 971 F.2d 522, 528 (10th Cir. 1992)
- Shero v. City of Grove, Oklahoma, 510 F.3d 1196, 1200 (10th Cir. 2007)
- TON Services, Inc. v. Qwest Corp., 493 F.3d 1225, 1235 (10th Cir. 2007)
- Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009)
- Park University Enterprises, Inc. v. American Casualty Co., 442 F.3d 1239, 1244 (10th Cir. 2006)
- Ciber, Inc. v. ACE American Insurance Co., 261 F. Supp. 3d 1119, 1125 (D. Colo. 2017)
- Erie R.R. v. Tompkins, 304 U.S. 64, 78 (1938)

- Barringer v. Baptist Healthcare of Oklahoma, 2001 OK 29, 22 P.3d 695, 698
- National Union Fire Insurance Co. v. A.A.R.W. Skyways, Inc., 1989 OK 157, 784 P.2d 52, 54-55
- Daugherty v. Farmers Co-op. Ass'n, 1989 OK CIV APP 89, 790 P.2d 1118, 1120-21
- Loos, 2016 WL 5017353, at *5
- Chesapeake Appalachia, L.L.C. v. Cameron International Corp., 2014 WL 7187082, at *4 (W.D. Okla. Dec. 16, 2014)
- Myers v. Missouri Pacific R. Co., 2002 OK 60, 52 P.3d 1014, 1030
- Thomas v. E-Z Mart Stores, Inc., 2004 OK 82, 102 P.3d 133, 138-139
- Noble Steel, Inc. v. Williams Bros. Concrete Const. Co., 2002 OK CIV APP 66, 49 P.3d 766, 770
- Braden v. Hendricks, 1985 OK 14, 695 P.2d 1343, 1349
- Triplett v. Leflore County, Oklahoma, 712 F.2d 444, 446 (10th Cir. 1983)
- Anderson v. Suiters, 712 F.3d 1228, 1238 (10th Cir. 2004)
- E.SPIRE Communications, Inc. v. New Mexico Public Regulation Commission, 392 F.3d 1204, 1211 (10th Cir. 2004)
- Knox v. Oklahoma Gas & Electric Co., 2024 OK 37, 549 P.3d 1260, 1274-75, as corrected (June 6, 2024)
- Hitch Enterprises, Inc. v. Cimarex Energy Co., 859 F. Supp. 2d 1249, 1258 (W.D. Okla. 2012)
- Koch v. Koch Industries, Inc., 203 F.3d 1202, 1236 (10th Cir. 2000)
- Farrow v. State Farm Fire & Casualty Co., 2023 WL 2733400, at *5 (W.D. Okla. Mar. 31, 2023)
- U.S. ex rel. Sikkenga v. Regence BlueCross BlueShield of Utah, 472 F.3d 702, 726 (10th Cir. 2006)
- Cochise Consultancy, Inc. v. U.S. ex rel. Hunt, 587 U.S. 262 (2019)
- Grossman v. Novell, Inc., 120 F.3d 1112, 1118 & n. 5 (10th Cir. 1997)
- Brooks v. Mentor Worldwide LLC, 985 F.3d 1272, 1281 (10th Cir. 2021)
- Key v. Exxon Mobil Corp., 508 F. Supp. 3d 1072, 1085 (E.D. Okla. 2020)
- Angelo v. Armstrong World Industries, Inc., 11 F.3d 957, 964 (10th Cir. 1993)