

FEB 26 2026

IN THE DISTRICT COURT OF BRYAN COUNTY STATE OF OKLAHOMA

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BY [Signature] Deputy

KRISTEN ROBINSON, as Personal)
Representative of the Estate of WILLIAM B.)
ROBINSON and Personal Representative of)
the Estate of CLARA J. ROBINSON, and)
ELIZABETH ROBINSON, a minor, by and)
through KRISTEN ROBINSON, her Mother,)
Plaintiffs)

Case No. CJ-26-54

v.)

Attorneys' Lien Claimed

STUTEVILLE CHEVROLET OF)
DURANT, L.L.C., and BRAKES PLUS LLC,)
Defendants.)

PLAINTIFFS' ORIGINAL PETITION

Plaintiffs KRISTEN ROBINSON as Personal Representative of the ESTATE OF WILLIAM B. ROBINSON, KRISTEN ROBINSON as Personal Representative of the Estate of CLARA J. ROBINSON, and ELIZABETH ROBINSON, a minor, by and through KRISTEN ROBINSON, her mother, appear through their counsel of record and allege as follows:

PARTIES, JURISDICTION & VENUE

1. Kristen Robinson is the Court-appointed Personal Representative of the Estate of William B. Robinson, who was Kristen's husband.
2. Kristen Robinson is the Court-appointed Personal Representative of the Estate of Clara J. Robinson, who was Kristen's daughter.
3. This suit is brought on behalf of both estates and all beneficiaries of those estates.
4. Kristen Robinson is the mother and guardian of minor Plaintiff Elizabeth Robinson.
5. Kristen Robinson is, and both decedents were, at all relevant times resident citizens of Bryan County, Oklahoma.

6. Defendant Stuteville Chevrolet of Durant, L.L.C. (hereinafter "Stuteville Chevrolet") is an Oklahoma limited liability company, which may be served with process through its registered agent, Eric Stuteville, at 851 Westside Drive, Durant, Oklahoma 74701.

7. Defendant Brakes Plus LLC is a domestic limited liability company, which may be served with process through its registered agent, Corporation Service Company, 10300 Greenbriar Place, Oklahoma City, Oklahoma 73159.

8. This Court has jurisdiction over this action and these parties pursuant to 12 O.S. § 2004(F) because the damages sought are within the jurisdictional limits of this Court.

9. Venue is proper in Bryan County, Oklahoma, pursuant to 12 O.S. §§ 137, 139, and 141, among other authorities. Defendant Stuteville Chevrolet is situated and conducts business in Durant, Bryan County, Oklahoma. The negligent acts and omissions of Defendant Stuteville Chevrolet that give rise to Plaintiffs' claims occurred at Stuteville Chevrolet's place of business in Bryan County. Service of summons can be obtained upon one or more of the defendants in Bryan County. Where venue is proper as to one defendant, it is proper as to all defendants joined in the same action. Venue in Bryan County is therefore proper as to all Defendants.

FACTUAL BACKGROUND

10. Every properly trained tire technician in the United States learns a foundational rule: when a vehicle has tires of uneven tread depth, the newer tires with the deeper tread must go on the rear axle. This rule is published in training and certification materials of the Tire Industry Association ("TIA"), the body responsible for credentialing tire service professionals nationwide. It is stated in the consumer and technical guidance published by NHTSA. It is printed in the service literature of every major tire manufacturer. This rule applies regardless of whether the vehicle is front-, rear-, or all-wheel drive.

11. The reason the industry is unanimous on this point is well understood by the professionals who work on tires for a living. The rear tires are what keep a vehicle tracking straight. When rear tires lose grip on a wet road, the back end of the vehicle swings out — a condition called oversteer. At highway speeds, oversteer is sudden and violent. The vehicle spins around its front axle, and a driver's instinctive corrections — braking, counter-steering — can make the spin worse. Experienced technicians understand that rear-axle traction loss at highway speed on a wet road is, in many cases, unrecoverable.

12. By contrast, when the front tires lose grip first, the vehicle pushes forward in a wide arc — understeer. Understeer is far less dangerous. The vehicle tends to slow on its own, and the driver can regain control by easing off the accelerator. This is why the standard exists: keeping the better tires on the rear ensures that even if the front tires begin to slip, the rear of the vehicle stays planted, and the driver retains the ability to steer.

13. A technician who reverses this arrangement — who places the worn tires on the rear and the better tires on the front — puts the vehicle in the most dangerous possible configuration for wet-weather driving. The tires least capable of maintaining grip are in the position where grip matters most. Any properly trained technician knows this.

14. Hydroplaning occurs when water builds up beneath the tire faster than the grooves can clear it. A wedge of water lifts the tire off the road surface. Once a tire hydroplanes, it has no traction at all — no grip for steering, no grip for braking. The tire is floating.

15. Tire professionals are (or should be) trained to understand the relationship between tread depth and hydroplaning because that relationship is central to their work. The grooves in a tire's tread exist to channel water away from the contact patch — the small area where rubber meets road. A new tire, with approximately 10/32" of tread, can evacuate roughly a gallon of water per second at highway speeds. As the tread wears down, the grooves become shallower, and the

tire's ability to move water diminishes — not gradually, but at an accelerating rate, because the volume of the grooves decreases geometrically as the tread wears.

16. A tire with healthy tread depth can maintain contact with the road at normal highway speeds in rain. A tire with 1-3/32" of remaining tread cannot. At that level of wear, the grooves are too shallow to evacuate water at highway speeds. Every well-qualified tire professional is trained to understand this. It is a key reason why tread depth matters, and it is the reason customers rely on technicians to tell them when their tires are no longer safe.

17. Consumers bring their vehicles to professional service providers because they lack the training, equipment, and expertise to evaluate such matters fully.

18. A customer who pays a dealership to rotate her tires is entitled to trust that the technician placed the tires in the correct positions.

19. A customer who pays a service shop to inspect her vehicle and is told her tires are "OK" is entitled to trust that they are safe to drive on.

20. That trust is the entire basis of the relationship between a vehicle owner and a service provider. It is the reason these businesses exist.

21. On June 27, 2024, at 100,386 miles, Kristen Robinson brought her family's Chevrolet Traverse to Defendant Stuteville Chevrolet for routine maintenance. The service included an oil change, a tire rotation, and a multi-point inspection.

22. At the time the Traverse entered Stuteville's shop, the two Rocky Mountain HT tires — installed less than one year earlier on the rear axle — had substantially more tread remaining than the older tires on the front axle.

23. Despite the well-established industry standard requiring deeper-tread tires on the rear axle, Stuteville Chevrolet's employees rotated the tires from back to front — moving the

newer, deeper-tread Rocky Mountain HT tires to the front axle and placing the older, more worn tires on the rear axle.

24. Stuteville Chevrolet, through its Service Manager Chris Robertson, has admitted that its shop policy is to always rotate tires from back to front and to place tires with deeper tread on the front axle — directly contrary to the prevailing industry safety standard.

25. By moving the worn tires to the rear axle, Stuteville Chevrolet placed the Traverse in the most dangerous possible tire configuration for wet-weather driving: the tires least capable of resisting hydroplaning were positioned on the axle most critical for directional stability.

26. On October 18, 2024, at 107,240 miles, Kristen Robinson brought the Traverse to Defendant Brakes Plus for a multi-point inspection and oil change.

27. Brakes Plus performed a vehicle evaluation that included a detailed inspection of the tires. The inspection reported that all the tires were “OK.”

28. By October 2024, the rear tires — now the older tires that Stuteville had rotated to the rear four months earlier — had continued to wear. Given their age, their mileage, and the tread depths documented weeks later, these tires had dangerously low tread levels at the time of the Brakes Plus inspection.

29. Despite holding themselves out as qualified to inspect vehicles and identify safety concerns, Brakes Plus failed to report the critically low tread depth on the rear tires. Brakes Plus cleared the tires as “OK” when they were not OK — they were unsafe for wet-weather driving and should have been flagged.

30. Brakes Plus’s failure to identify the worn rear tires deprived the Robinson family of its last opportunity to learn of the dangerous condition of the vehicle’s rear tires before tragedy struck mere weeks later.

31. On the morning of Christmas Eve 2024, William Robinson was driving the Traverse. His wife and children were passengers. It was raining, and the roadway was wet.

32. The rear tires of the Traverse — the two tires that Stuteville Chevrolet had placed in the rear position and that Brakes Plus had cleared as “OK” — had approximately 1-3/32” of tread remaining. They were, for all practical purposes, bald in wet conditions.

33. The Traverse lost traction on the wet highway and hydroplaned. Because the worn tires were on the rear axle, the rear of the vehicle broke loose, and the driver lost directional control. The Traverse departed the roadway and entered an adjacent concrete drainage ditch.

34. As a result of the crash, William Robinson and eight-year-old Clara Robinson died in the water. Clara’s body was never recovered.

35. Post-crash inspection of the Traverse confirmed the following tire configuration: a Rocky Mountain HT tire with approximately 7-8/32” of tread in the left front position; two severely worn Mastercraft LSR tires with approximately 1-3/32” of tread on the rear axle; and the right front tire and wheel assembly missing, having been lost during the incident.

36. The police investigation concluded that the lack of tread on the rear tires caused the vehicle to hydroplane and lose control.

37. Had the tires with deeper tread been on the rear axle — as industry standards require — this accident would not have occurred, or its severity would have been substantially reduced.

38. William and Clara are dead, and Elizabeth nearly drowned, because two service providers — each of whom had the Traverse in their care, each of whom held themselves out as competent to service and inspect the vehicle — failed to meet the most basic standards of automotive safety. Stuteville Chevrolet created the dangerous condition. Brakes Plus ratified it. The crash on December 24, 2024, was a foreseeable and avoidable consequence.

CAUSES OF ACTION

NEGLIGENCE (DEFENDANT STUTEVILLE CHEVROLET)

39. Plaintiffs reallege all preceding paragraphs and allegations as if fully set forth herein.

40. Any automotive service provider that performs a tire rotation owes a duty to the vehicle's owner and occupants to rotate the tires in accordance with reasonable care and established industry safety standards.

41. Any automotive service provider that performs a tire inspection owes a duty to accurately assess and report the condition of the vehicle's tires, including whether tread depth has reached a level that is unsafe or will become unsafe soon enough to require near-term replacement.

42. Stuteville Chevrolet is in the business of servicing and inspecting vehicles and tires. It holds itself out to the public as competent to perform this work.

43. On June 27, 2024, Kristen Robinson brought the Traverse to Stuteville Chevrolet for a tire rotation and multi-point inspection and paid for those services. Stuteville Chevrolet undertook a duty to perform those services with the degree of care, skill, and competence that a reasonably prudent automotive service provider would exercise under the same or similar circumstances.

44. That duty included, at a minimum, the obligation to rotate the tires in accordance with established industry standards — including the standard, universally recognized among trained tire professionals, that tires with deeper tread are to be placed on the rear axle.

45. That duty further included the obligation to inspect the tires during the multi-point inspection and to identify and communicate any unsafe conditions to the vehicle's owner, including tread depths that were inadequate for safe wet-weather driving.

46. Kristen Robinson, like any customer who brings her vehicle to a professional service provider, was entitled to rely on Stuteville Chevrolet's employees to perform these services competently.

47. Stuteville Chevrolet's employees rotated the tires on the Traverse from back to front, moving the newer Rocky Mountain HT tires — which had substantially deeper tread — from the rear axle to the front axle, and placing the older, more worn tires on the rear axle. This is the reverse of what industry standards require and the most dangerous possible tire configuration.

48. Stuteville Chevrolet maintained and enforced a shop-wide policy directing its technicians to always rotate tires from back to front and to place tires with deeper tread on the front axle. This policy is contrary to the published guidance of NHTSA, the Tire Industry Association, and every major tire manufacturer. The error on the Robinson Traverse was not an isolated mistake by a single technician. It was the predictable product of a policy that institutionalized the wrong practice.

49. Stuteville's employees failed to identify, document, or communicate to Kristen Robinson that the tires being moved to the rear axle had tread depths that were, or were approaching, levels unsafe for wet-weather driving.

50. Stuteville Chevrolet failed to properly train and supervise its technicians on the industry-standard requirement that deeper-tread tires be placed on the rear axle, and instead trained its technicians to follow a practice that contradicts that standard.

51. A reasonably prudent automotive service provider, following established industry standards, would have placed the tires with deeper tread on the rear axle of the Traverse. Stuteville Chevrolet did the opposite.

52. Stuteville Chevrolet was negligent in improperly inspecting the Traverse tires.

53. Stuteville Chevrolet was negligent in rotating worn tires rather than recommending that they be replaced.

54. Stuteville Chevrolet committed acts of omission and commission in inspecting and servicing the Robinsons' Chevrolet Traverse. Such acts or omissions, taken separately or together, constitute negligence.

55. The negligent actions and omissions of Stuteville Chevrolet were the direct and/or proximate cause of the crash, William's and Clara's deaths, and all Plaintiffs' damages.

NEGLIGENCE (DEFENDANT BRAKES PLUS)

56. Plaintiffs reallege all preceding paragraphs and allegations as if fully set forth herein.

57. Any automotive service provider that inspects a vehicle's tires owes a duty to the vehicle's owner and occupants to accurately assess and report the condition of those tires — including whether tread depth has reached or soon will reach a level that is unsafe for continued driving.

58. An inspection that fails to identify an unsafe condition is worse than no inspection at all, because it affirmatively reassures the customer that her vehicle is safe when it is not.

59. Brakes Plus is in the business of servicing and inspecting vehicles and tires. It holds itself out to the public as competent to perform this work.

60. On October 18, 2024, Kristen Robinson brought the Traverse to Brakes Plus for a multi-point inspection and oil change and paid for those services. Brakes Plus undertook a duty to inspect the tires with the degree of care, skill, and competence that a reasonably prudent automotive service provider would exercise under the same or similar circumstances.

61. Brakes Plus inspected the tires on the Traverse and noted them as "OK" when the rear tires were at or approaching critically low tread depths that rendered them unsafe for wet-weather driving.

62. Brakes Plus failed to alert Kristen Robinson that her rear tires were at or approaching unsafe tread depths and should be replaced.

63. Brakes Plus failed to adequately train and supervise its technicians to identify unsafe tread depths and unsafe tire configurations during multi-point inspections. A properly trained technician should have recognized that the rear tires were severely worn relative to the fronts, that the rear tires were at or near the end of their safe service life, and that the tire placement was backward.

64. Brakes Plus failed to identify that the Traverse's tire configuration was itself unsafe — that the older, more worn tires were on the rear axle while the newer, deeper-tread tires were on the front. Brakes Plus either did not notice or did not care.

65. By clearing the tires as "OK," Brakes Plus affirmatively represented to Kristen Robinson that her tires were in satisfactory condition. Kristen Robinson relied on that representation. She continued to drive the vehicle with the worn rear tires in place because a professional inspection had given her no reason to do otherwise.

66. The Brakes Plus inspection on October 18, 2024 — approximately nine weeks before the crash — was the last professional evaluation of the Traverse's tires before the crash. It was the last opportunity for a trained professional to identify the dangerous condition of the rear tires and to warn the family. Had Brakes Plus accurately identified and reported the condition of the rear tires, Kristen Robinson would have replaced them before December 24, 2024.

67. Brake Plus committed acts of omission and commission in inspecting and servicing the Robinsons' Chevrolet Traverse. Such acts or omissions, taken separately or together, constitute negligence.

68. The negligent actions and omissions of Brakes Plus were the direct and/or proximate cause of the crash, William's and Clara's deaths, and all Plaintiffs' damages.

DAMAGES

69. Defendants' negligence and the ensuing crash caused the deaths of William B. Robinson and Clara Robinson. Their estates pursue wrongful death damages on behalf of all beneficiaries.

70. William B. Robinson was survived by the following family members who were harmed by his wrongful death and have legal protections under 12 O.S. § 1053: Kristen Robinson

(his wife), Carson Robinson (his son), Elizabeth Robinson (his daughter), William Cade Robinson (his son), Tony R. Robinson (his father), and Ann E. Robinson (his mother).

71. For the wrongful death of William B. Robinson, his estate, on behalf of all legal beneficiaries, seeks damages for: the loss of financial support to the wife and children of William B. Robinson; the grief of his surviving wife; the loss of his society, services, companionship, and marriage relationship to his wife; the grief of William's children and parents; the loss of companionship and parental care, training, guidance, or education that would have been forthcoming from William to the children, and the loss of companionship of William by the children; and the loss of companionship of William by his parents.

72. Before his death, William Robinson experienced pain and suffering. His estate seeks recovery of the resulting damages.

73. Clara J. Robinson was survived by her mother, Kristen Robinson, who was harmed by Clara's wrongful death and has legal protections under 12 O.S. § 1053.

74. For the wrongful death of Clara J. Robinson, her estate, on behalf of all legal beneficiaries, seeks damages for: loss by her mother of companionship and love of the child; destruction of the parent-child relationship; and loss of anticipated services and support.

75. Before her death, Clara Robinson experienced pain and suffering. Her estate seeks recovery of the resulting damages.

76. Additionally, minor Plaintiff Elizabeth Robinson suffered severe personal injuries in the crash, which rendered her unconscious and led to her near-death from drowning. Plaintiffs seek damages for Elizabeth's physical pain and suffering, past and future; mental pain and suffering, past and future; medical expenses, past and future; and any other applicable personal injury damages available under Oklahoma law.

77. Each Defendant's actions and omissions were committed with malice and with conscious indifference to the consequences of their acts. Each Defendant showed a reckless disregard for the rights and safety of others. Stuteville Chevrolet maintained and enforced a tire rotation policy that contradicted established industry safety standards, while possessing the knowledge and means to adopt the correct practice. Brakes Plus cleared a vehicle's tires as safe for continued driving when a proper inspection would have revealed they were not, while possessing the training and means to identify and report the hazard.

78. By clear and convincing evidence, the conduct of each Defendant warrants the imposition of exemplary damages in an amount sufficient to punish the Defendants for their conduct, to deter the Defendants from engaging in similar conduct in the future, and to deter other automotive service providers from adopting or maintaining policies and practices that disregard established safety standards at the expense of the customers who trust them. Plaintiffs seek punitive damages in an amount to be determined in the factfinders' good conscience.

PREJUDGMENT INTEREST

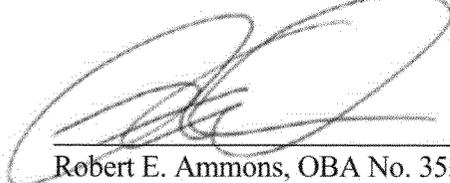
79. Plaintiffs respectfully request that the Court award prejudgment interest on all damages proven at trial, calculated from the date of the injury or the earliest date allowed under law through the date of final judgment, pursuant to applicable law. Prejudgment interest is necessary to fully compensate Plaintiffs for the loss of use of awarded damages during the prolonged resolution of this matter and to prevent unjust enrichment of Defendants, who retained the benefit of withholding compensation while Plaintiffs incurred financial and emotional hardship and aggravation. The remedy ensures fairness, reflects the time value of money, and aligns with the principles of complete relief under applicable law.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiffs respectfully pray that this Court render judgment in their favor against Defendants for judgment in an amount exceeding \$75,000 for actual damages, an amount exceeding \$75,000 for punitive damages, interest, costs, attorney fees, and such other relief as the Court deems just and equitable.

Respectfully submitted,

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