

<p>DISTRICT COURT, DENVER COUNTY, COLORADO Court Address: 1437 Bannock Street, Denver, CO 80202</p>	<p>DATE FILED January 21, 2026 1:35 PM FILING ID: 88D18A77C32CB CASE NUMBER: 2026CV30152</p>
<p>KOUSUM AITWAL; SEAN BERRY; DORITA CHRONISTER; RACHEL COLLINGWOOD; ASHLEY COOPER; ASHLEY DANIELSON; RYAN DISHNOW; DYLAN FERNANDEZ; FELIMON FLORES AZANZA; KAELA FOLTZ; GILBERT GARCIA; CONSTANTINA GARCIA; SUSANA GONZALEZ; CASIDY LUDWIG; RYAN MAHON; JAKE NEEL; JOSEPH NITURA; CHIEMELA NNAJI; MARGARET ROUGHTON; MARK STEINBECK; SCOTT THOMAS; and JUDY ZOTTO, individually and on behalf of all similarly situated persons,</p>	<p>▲ COURT USE ONLY ▲</p>
<p>Plaintiffs,</p>	
<p>v.</p>	<p>Case Number: 2026CV030152</p>
<p>HF SINCLAIR REFINING & MARKETING, LLC; SINCLAIR OIL, LLC and/or HF SINCLAIR CORPORATION; CIRCLE K STORES INC. – ROCKY MOUNTAIN DIVISION; COSTCO WHOLESALE CORPORATION; DILLON COMPANIES, LLC d/b/a KING SOOPERS/ CITY MARKET/ KING SOOPERS FUEL CENTERS; K & D ENTERPRISE INC. n/k/a NS PROPERTIES LLC; MAJOR LLC d/b/a WEST EVANS CONOCO/WEST EVANS SINCLAIR; MURPHY OIL USA INC. d/b/a MURPHY EXPRESS; S&S FUELS MANAGEMENT LLC; SAFEWAY STORES 45 INC.; TAGHAVI INC.; and TWIN STAR ENERGY LLC,</p>	<p>Div.: 424</p>
<p>Defendants.</p>	
<p>Attorneys for Plaintiffs and Class: Franklin D. Azar #13131 Michael D. Murphy #14236 Timothy Foster #57150 George Lang, <i>Pro Hac Vice Pending</i> Franklin D. Azar & Associates, P.C. 14426 East Evans Avenue, Aurora, CO 80014 Telephone Number: 303-757-3300 E-mail: azarf@fdazar.com E-mail: murphym@fdazar.com E-mail: fostert@fdazar.com E-mail: langg@fdazar.com</p>	

FIRST AMENDED CLASS ACTION COMPLAINT AND JURY DEMAND

Plaintiffs Kousum Aitwal, Sean Berry, Dorita Chronister, Rachel Collingwood, Ashley Cooper, Ashley Danielson, Ryan Dishnow, Dylan Fernandez, Felimon Flores Azanza, Kaela Foltz, Gilbert Garcia, Constantina Garcia, Susana Gonzalez, Casidy Ludwig, Ryan Mahon, Jake Neel, Joseph Nitura, Chiemela Nnaji, Margaret Roughton, Mark Steinbeck, Scott Thomas, and Judy Zotto (collectively, “Plaintiffs”), individually and on behalf of all others similarly situated, bring this Class Action Complaint against Defendants HF Sinclair Refining & Marketing, LLC; Sinclair Oil, LLC and/or HF Sinclair Corporation (collectively, “Sinclair Defendants”); Circle K Stores Inc. – Rocky Mountain Division; Costco Wholesale Corporation; Dillon Companies, LLC d/b/a King Soopers/City Market/King Soopers Fuel Centers; K & D Enterprise Inc. n/k/a NS Properties LLC; Major LLC d/b/a West Evans Conoco/West Evans Sinclair; Murphy Oil USA Inc. d/b/a Murphy Express; S&S Fuels Management LLC; Safeway Stores 45 Inc.; Taghavi Inc.; and Twin Star Energy LLC (collectively, the “Gas Station Defendants,” and together with the Sinclair Defendants, “Defendants”), and allege the following upon personal knowledge as to their own acts and experiences, and upon information and belief and the reasonable investigation of counsel as to all other matters.

NATURE OF THE ACTION

1. This action arises from Defendant Sinclair’s delivery of gasoline labeled as regular unleaded which was contaminated by and/or interchanged with diesel fuel to the Gas Station Defendants; gas which they sold to hundreds of Colorado drivers on January 7 and 8, 2026.

2. As alleged herein, as a result of the purchase of the contaminated fuel, Plaintiffs, individually, and on behalf of all similarly situated persons comprising the putative class (the “Class”) as defined below, suffered significant engine damage to their respective vehicles.

3. Plaintiffs, individually, and on behalf of the Class, allege claims for violation of C.R.S. § 6-1-113 of the Colorado Consumer Protection Act (“CCPA”), negligence, strict liability for product defect, and breach of the warranty of merchantability. Plaintiffs seek damages and declaratory and injunctive relief to prevent future violations of the CCPA.

JURISDICTION AND VENUE

4. Jurisdiction is proper in this action pursuant to C.R.S. § 13-1-124(1)(a) and (b). All Defendants have engaged in a continuous and systematic course of doing business in the State of Colorado. Moreover, the contaminated gasoline was sold to Plaintiffs, who are Colorado residents. Defendants’ conduct as alleged herein caused foreseeable harm to Plaintiffs and the Class members in the State of Colorado.

5. Venue is proper in this action pursuant to Colo. R. Civ. P. 98(c) because Defendants may be found in Denver County and/or their principal place of business is in Denver County, and/or named Plaintiffs Kousum Aitwal, Dorita Chronister, Felimon Flores Azanza, Judy Zotto and some Class members reside in Denver, and/or torts were committed in that county.

PLAINTIFF PARTIES

6. Plaintiff Kousum Aitwal at all relevant times herein was, and is, a citizen and resident of the State of Colorado and resides at 3619 North Vine St, Denver, CO 80205 in Denver County.

7. Plaintiff Sean Berry at all relevant times herein was, and is, a citizen and resident of the State of Colorado and resides at 6378 South Miller Way, Littleton, CO 80127 in Jefferson County.

8. Plaintiff Dorita Chronister at all relevant times herein was, and is, a citizen and resident of the State of Colorado and resides at 6026 N Ceylon St, Unit 4-101, Denver, CO 80249 in Denver County.

9. Plaintiff Rachel Collingwood at all relevant times herein was, and is, a citizen and resident of the State of Colorado and resides at 4336 Decatur Ave, Castle Rock, CO 80104 in Douglas County.

10. Plaintiff Ashley Cooper at all relevant times herein was, and is, a citizen and resident of the State of Colorado and resides at 1211 Highview Drive, Erie, CO 80516 in Weld County.

11. Plaintiff Ashley Danielson at all relevant times herein was, and is, a citizen and resident of the State of Colorado and resides at 3885 South Acoma St, Englewood, CO 80110 in Arapahoe County.

12. Plaintiff Ryan Dishnow at all relevant times herein was, and is, a citizen and resident of the State of Colorado and resides at 21691 Discovery Ave, Parker, CO 80138 in Douglas County.

13. Plaintiff Dylan Fernandez at all relevant times herein was, and is, a citizen and resident of the State of Colorado and resides at 6209 Castle Gate Dr West, Unit 1432, Castle Rock CO 80108 in Douglas County.

14. Plaintiff Felimon Flores Azanza at all relevant times herein was, and is, a citizen

and resident of the State of Colorado and resides at 2099 South Winona Court, Denver, CO 80219 in Denver County.

15. Plaintiff Kaela Foltz at all relevant times herein was, and is, a citizen and resident of the State of Colorado and resides at 527 Navajo Ave, Simla, CO 80835 in Elbert County.

16. Plaintiff Gilbert and Constantina Garcia at all relevant times herein was, and is, a citizen and resident of the State of Colorado and resides at 11696 West Belleview Dr, Littleton, CO 80127 in Jefferson County.

17. Plaintiff Susana Gonzalez at all relevant times herein was, and is, a citizen and resident of the State of Colorado and resides at 1530 South Allison St, Lakewood, CO 80232 in Jefferson County.

18. Plaintiff Casidy Ludwig at all relevant times herein was, and is, a citizen and resident of the State of Colorado and resides at 930 W 133rd Cir, Unit S, Westminster, CO 80234 in Adams County.

19. Plaintiff Ryan Mahon at all relevant times herein was, and is, a citizen and resident of the State of Colorado and resides at 8244 Arapahoe Peak St, Littleton, CO 80125 in Jefferson County.

20. Plaintiff Jake Neel at all relevant times herein was, and is, a citizen and resident of the State of Colorado and resides at 50 Victoria Road, Pine CO 80470 in Park County.

21. Plaintiff Joseph Nitura at all relevant times herein was, and is, a citizen and resident of the State of Colorado and resides at 14310 Grant St, Apt 5-302, Thornton, CO 80023 in Adams County.

22. Plaintiff Chiemela Nnaji at all relevant times herein was, and is, a citizen and

resident of the State of Colorado and resides at 21645 E 56th Place, Unit 202, Aurora CO 80019 in Adams County.

23. Plaintiff Margaret Roughton at all relevant times herein was, and is, a citizen and resident of the State of Colorado and resides at 4646 County Road 72, Bailey, CO 80421 in Park County.

24. Plaintiff Mark Steinbeck at all relevant times herein was, and is, a citizen and resident of the State of Colorado and resides at 5405 Fox Sparrow Rd, Parker CO 80134 in Douglas County.

25. Plaintiff Scott Thomas at all relevant times herein was, and is, a citizen and resident of the State of Colorado and resides at 8543 West 94th Ave, Westminster, CO 80021 in Jefferson County.

26. Plaintiff Judy Zotto at all relevant times herein was, and is, a citizen and resident of the State of Colorado and resides at 2531 South Wolf St, Denver, CO 80219 in Denver County.

DEFENDANT PARTIES

27. Defendant HF Sinclair Refining & Marketing, LLC is a Delaware corporation registered to do business in Colorado with its principal place of business located at 2323 Victory Ave, Suite 1400, Dallas, TX 75219 and its registered agent is United Agent Group, 155 E. Boardwalk, Suite 490, Fort Collins, CO 80525.

28. Defendant Sinclair Oil, LLC and/or HF Sinclair Corporation is a Delaware corporation registered to do business in Colorado with its principal place of business located at 2323 Victory Ave, Suite 1400, Dallas, TX 75219 and its registered agent is United Agent Group,

155 E. Boardwalk, Suite 490, Fort Collins, CO 80525.

29. Defendant Circle K Stores Inc. - Rocky Mountain Division dba Circle K and Circle K Stores #270647, #2706786, #2709854, #2709880, #2741185 is a Texas corporation registered to do business in Colorado with its principal place of business located at 1130 W Warner Rd, Tempe, AZ 85284 and its registered agent is Corporation Service Company, 1900 W. Littleton Boulevard, Littleton, CO 80120.

30. Defendant Costco Wholesale Corporation d/b/a Costco Wholesale Licensing Dept and Costco Gasoline #439, #440, #443, #468, #480, #629, #676, #1014, #1022, #1027, #1178, #1652 is a Washington corporation registered to do business in Colorado with its principal place of business located at 999 Lake Drive, Issaquah, WA 98027 and its registered agent is CT Corporation, 7700 E Arapahoe Rd Ste 220, Centennial, CO 80112.

31. Defendant Dillon Companies LLC dba King Soopers/City Market/King Soopers Fuel Centers #49, #86, #107, #137, #607, #675, #691, #702, #718, #732 is a Kansas corporation registered to do business in Colorado with its principal place of business located at 65 Tejon Street, Denver, Colorado 80223 and its registered agent is Dillon Companies, LLC. 1900 W Littleton Blvd, Littleton, CO 80120.

32. Defendant K & D Enterprise Inc n/k/a NS Properties LLC is a Colorado corporation registered to do business in Colorado with its principal place of business located at 1490 S Wadsworth Blvd, Lakewood, CO 80232 and its registered agent is Surendra Kumar Khadka, 2767 W Riverwalk Cir Unit G, Littleton, CO 80123.

33. Defendant Major LLC d/b/a West Evans Conoco/West Evans Sinclair is a Colorado corporation registered to do business in Colorado with its principal place of business

located at 2110 S Federal Blvd, Denver, CO 80219 and its registered agent is Major Wolday, 2110 S Federal Blvd, Denver, CO 80219.

34. Defendant Murphy Oil USA Inc d/b/a Murphy Express #8621 is a Delaware corporation registered to do business in Colorado with its principal place of business located at 200 E Peach St, El Dorado, AR 71730 and its registered agent is CT Corporation, 7700 E Arapahoe Rd Ste 220, Centennial, CO 80112.

35. Defendant S&S Fuels Management LLC d/b/a S&S Fuels #302 is a Nevada corporation registered to do business in Colorado with its principal place of business located at 7671 Shaffer Parkway, Building H, Littleton, CO 80127 and its registered agent is Jones & Keller, P.C. Attn: Brad Hamilton, 1675 Broadway, 26th Floor, Denver, CO 80202.

36. Defendant Safeway Stores 45 Inc. dba Safeway Fuel Centers #1635, #1873, #2913, #4614 is a Delaware corporation registered to do business in Colorado with its principal place of business located at 11555 Dublin Canyon Rd, Pleasanton, CA 94588 and its registered agent is CT Corporation, 7700 E Arapahoe Rd Ste 220, Centennial, CO 80112.

37. Defendant Taghavi Inc d/b/a Coal Mine Express Gas and Bowmar Gas Express is a Colorado corporation registered to do business in Colorado with its principal place of business located at 5200 S Lowell Blvd, Littleton, CO 80123 and its registered agent is Neda Taghavi, 397 Buena Vista Rd, Golden, CO 80401.

38. Defendant Twin Star Energy LLC dba Twin Star Energy #2 is a Colorado corporation registered to do business in Colorado with its principal place of business located at 7671 Shaffer Parkway, Building H, Littleton, CO 80127 and its registered agent is Jones & Keller, P.C. Attn: Brad Hamilton, 1675 Broadway, 26th Floor, Denver, CO 80202.

FACTUAL BACKGROUND

39. Prior to January 7, 2026, Defendants knew that regular unleaded gasoline and diesel fuel had distinct applications and Defendants undertook steps to protect consumers from purchasing diesel fuel for regular unleaded gasoline applications. However, on or about January 7 and 8, 2026, Sinclair manufactured and delivered regular unleaded gasoline contaminated with diesel fuel to the Gas Station Defendants in the Denver Metropolitan area.

40. The Gas Station Defendants blended and incorporated proprietary additive packages into the contaminated gasoline received from Defendant Sinclair, placed their respective private labels on the fuel, branded the fuel as their own respective product, and exercised significant control over the final composition of fuel sold at their respective retail locations.

41. The Gas Station Defendants sold the contaminated gasoline to Plaintiffs and the Class members, and the contaminated gasoline damaged their vehicles.

42. The Gas Station Defendants never disclosed to their consumers, including Plaintiffs and the putative class members, that Defendant Sinclair was the actual manufacturer of gasoline.

PLAINTIFF RYAN DISHNOW

43. On or about Thursday, January 8, 2026, at approximately 7:30 AM, Plaintiff Ryan Dishnow purchased approximately a full tank of fuel for his 2024 Nissan Rogue at the Murphy Express gas station located at 13001 Copperhead Tr, Parker, Colorado.

44. Immediately after purchasing the fuel, Plaintiff noticed that his vehicle was not operating properly, including but not limited to difficulty starting after several attempts, a

significant loss of power that prevented the vehicle from exceeding normal driving speeds, and the presence of unusual or suspicious noises.

45. Plaintiff thereafter paid to have his vehicle towed to Service Street Tire for inspection and diagnosis of the engine malfunction.

46. Service Street tire informed Plaintiff that the cause of the engine malfunction was contaminated fuel. The damage resulting from the contaminated fuel included or could include damage to the engine and fuel system, including among other things fouled spark plugs, clogged fuel injectors and filters, and potential damage to the fuel pump, oxygen sensors, and catalytic converter.

47. Service Street tire advised Plaintiff that the minimum cost to repair the vehicle was estimated to be \$3,800.00, but warned that additional damage or mechanical issues could manifest after the initial repairs that were not discoverable at the time of diagnosis.

48. Plaintiff was unable to safely operate his vehicle pending completion of the necessary repairs due to the risk of further damage. As a result, Plaintiff was required to secure alternative transportation, which included renting a replacement vehicle where available, borrowing a vehicle, or foregoing the use of a vehicle altogether, and has incurred and/or may continue to incur expenses, inconvenience, and loss of use if repairs are not completed in a timely manner.

49. As a foreseeable and proximate result of Defendants' misconduct, Plaintiff has suffered and will continue to suffer damages, including but not limited to repair and replacement costs, towing and diagnostic fees, rental vehicle expenses, loss of use, diminution in vehicle

value, loss or impairment of vehicle warranties, lost wages, and substantial time, inconvenience, and disruption associated with addressing the mechanical failure and its aftermath.

PLAINTIFF CHIEMELA NNAJI

50. On or about Wednesday, January 7, 2026, at approximately 12:00 PM, Plaintiff Chiemela Nnaji purchased approximately a full tank of fuel for his 2020 Volvo XC90 at the Murphy Express gas station located at 13001 Copperhead Tr, Parker, Colorado.

51. Immediately after purchasing the fuel, Plaintiff noticed that his vehicle was not operating properly, including but not limited to experiencing engine problems within a short distance after driving away from the fuel station.

52. Plaintiff thereafter paid to have his vehicle towed to Dayton Auto Center for inspection and diagnosis of the engine malfunction.

53. Dayton Auto Center informed Plaintiff that the cause of the engine malfunction was contaminated fuel. The damage resulting from the contaminated fuel included or could include damage to the engine and fuel system, including among other things fouled spark plugs, clogged fuel injectors and filters, and potential damage to the fuel pump, oxygen sensors, and catalytic converter.

54. Dayton Auto Center advised Plaintiff that the vehicle required repairs but that the full scope and cost of those repairs could not yet be determined and warned that additional damage or mechanical issues could manifest after initial repairs that were not discoverable at the time of diagnosis.

55. Plaintiff was unable to safely operate his vehicle pending completion of the necessary repairs due to the risk of further damage. As a result, Plaintiff was required to secure

alternative transportation, which included renting a replacement vehicle where available, borrowing a vehicle, or foregoing the use of a vehicle altogether, and has incurred and/or may continue to incur expenses, inconvenience, and loss of use if repairs are not completed in a timely manner.

56. As a foreseeable and proximate result of Defendants' misconduct, Plaintiff has suffered and will continue to suffer damages, including but not limited to repair and replacement costs, towing and diagnostic fees, rental vehicle expenses, loss of use, diminution in vehicle value, loss or impairment of vehicle warranties, lost wages, and substantial time, inconvenience, and disruption associated with addressing the mechanical failure and its aftermath.

PLAINTIFF RACHEL COLLINGWOOD

57. On or about Thursday, January 8, 2026, at approximately 7:30 AM, Plaintiff Rachel Collingwood purchased approximately a full tank of fuel for her 2020 Toyota Highlander LE at the King Soopers gas station located at 750 N Ridge Rd, Castle Rock, Colorado.

58. Immediately after purchasing the fuel, Plaintiff noticed that her vehicle was not operating properly, including but not limited to repeatedly stopping and jerking while driving, after which the check engine light illuminated, ultimately requiring the vehicle to be towed from her residence.

59. Plaintiff thereafter paid to have her vehicle towed to Elite Auto Works for inspection and diagnosis of the engine malfunction.

60. Elite Auto Works informed Plaintiff that the cause of the engine malfunction was contaminated fuel. The damage resulting from the contaminated fuel included or could include damage to the engine and fuel system, including among other things fouled spark plugs, clogged

fuel injectors and filters, and potential damage to the fuel pump, oxygen sensors, and catalytic converter.

61. Elite Auto Works advised Plaintiff that the minimum cost to repair the vehicle was estimated to be \$2,400.00, but warned that additional damage or mechanical issues could manifest after the initial repairs that were not discoverable at the time of diagnosis.

62. Plaintiff was unable to safely operate her vehicle pending completion of the necessary repairs due to the risk of further damage. As a result, Plaintiff was required to secure alternative transportation, which included renting a replacement vehicle where available, borrowing a vehicle, or foregoing the use of a vehicle altogether, and has incurred and/or may continue to incur expenses, inconvenience, and loss of use if repairs are not completed in a timely manner.

63. As a foreseeable and proximate result of Defendants' misconduct, Plaintiff has suffered and will continue to suffer damages, including but not limited to repair and replacement costs, towing and diagnostic fees, rental vehicle expenses, loss of use, diminution in vehicle value, loss or impairment of vehicle warranties, lost wages, and substantial time, inconvenience, and disruption associated with addressing the mechanical failure and its aftermath.

PLAINTIFF CASIDY LUDWIG

64. On or about Thursday, January 8, 2026, at approximately 8:00 AM, Plaintiff Casidy Ludwig purchased approximately a full tank of fuel for her 2021 Kia Seltos at the King Soopers gas station located at 2355 W 136th Ave, Broomfield, Colorado.

65. Immediately after purchasing the fuel, Plaintiff noticed that her vehicle was not operating properly, including but not limited to the vehicle abruptly stopping approximately one-

half mile after leaving the fuel station, creating a dangerous condition and narrowly avoiding a collision.

66. Plaintiff thereafter paid to have her vehicle towed to Grand Kia for inspection and diagnosis of the engine malfunction.

67. Grand Kia informed Plaintiff that the cause of the engine malfunction was contaminated fuel. The damage resulting from the contaminated fuel included or could include damage to the engine and fuel system, including among other things fouled spark plugs, clogged fuel injectors and filters, and potential damage to the fuel pump, oxygen sensors, and catalytic converter.

68. Plaintiff took the vehicle to Grand Kia, for inspection and repair. Grand Kia advised Plaintiff that the vehicle required significant repairs and initially estimated the minimum cost of repair to be approximately \$7,455.28, while warning that additional damage or mechanical issues could manifest that were not discoverable at the time of diagnosis. Plaintiff paid \$1,305.01 out of pocket for initial repairs; however, shortly thereafter, the check engine light re-illuminated, requiring Plaintiff to return the vehicle for further repairs. On or about January 14, additional repairs totaling approximately \$6,150.27 were completed, which Plaintiff also paid out of pocket. Grand Kia further advised Plaintiff of the potential for lingering or ongoing mechanical effects related to the fuel contamination and informed Plaintiff that the vehicle warranty previously purchased through Kia was voided as a result of the fuel-related damage.

69. Plaintiff was unable to safely operate her vehicle pending completion of the necessary repairs due to the risk of further damage. As a result, Plaintiff was required to secure

alternative transportation, which included renting a replacement vehicle where available, borrowing a vehicle, or foregoing the use of a vehicle altogether, and has incurred and/or may continue to incur expenses, inconvenience, and loss of use if repairs are not completed in a timely manner.

70. As a foreseeable and proximate result of Defendants' misconduct, Plaintiff has suffered and will continue to suffer damages, including but not limited to repair and replacement costs, towing and diagnostic fees, rental vehicle expenses, loss of use, diminution in vehicle value, loss or impairment of vehicle warranties, lost wages, and substantial time, inconvenience, and disruption associated with addressing the mechanical failure and its aftermath.

PLAINTIFF DYLAN FERNANDEZ

71. On or about Thursday, January 8, 2026, at approximately 6:13 AM, Plaintiff Dylan Fernandez purchased approximately a full tank of fuel for his 2010 Toyota Corolla at the S&S Fuels #302 gas station located at 9171 E Arapaho Rd, Greenwood Village, Colorado.

72. Immediately after purchasing the fuel, Plaintiff noticed that his vehicle was not operating properly, including but not limited to stalling upon acceleration from a traffic light, stalling again at a subsequent traffic light, and ultimately stalling and shutting off when placed in reverse while attempting to park the vehicle.

73. Plaintiff thereafter paid to have his vehicle towed to Castlerock Imports for inspection and diagnosis of the engine malfunction.

74. Castlerock Imports informed Plaintiff that the cause of the engine malfunction was contaminated fuel. The damage resulting from the contaminated fuel included or could include damage to the engine and fuel system, including among other things fouled spark plugs,

clogged fuel injectors and filters, and potential damage to the fuel pump, oxygen sensors, and catalytic converter.

75. Castlerock Imports advised Plaintiff that the minimum cost to repair the vehicle was estimated to be \$1,906.52, but warned that additional damage or mechanical issues could manifest after the initial repairs that were not discoverable at the time of diagnosis.

76. Plaintiff was unable to safely operate his vehicle pending completion of the necessary repairs due to the risk of further damage. As a result, Plaintiff was required to secure alternative transportation, which included renting a replacement vehicle where available, borrowing a vehicle, or foregoing the use of a vehicle altogether, and has incurred and/or may continue to incur expenses, inconvenience, and loss of use if repairs are not completed in a timely manner.

77. As a foreseeable and proximate result of Defendants' misconduct, Plaintiff has suffered and will continue to suffer damages, including but not limited to repair and replacement costs, towing and diagnostic fees, rental vehicle expenses, loss of use, diminution in vehicle value, loss or impairment of vehicle warranties, lost wages, and substantial time, inconvenience, and disruption associated with addressing the mechanical failure and its aftermath.

PLAINTIFF MARK STEINBECK

78. On or about Thursday, January 8, 2026, at approximately 12:00 PM, Plaintiff Mark Steinbeck purchased approximately a full tank of fuel for his 2024 Chevy Traverse at the King Soopers gas station located at 13057 South Parker Rd, Parker, Colorado.

79. Immediately after purchasing the fuel, Plaintiff noticed that his vehicle was not operating properly, including but not limited to the vehicle intermittently shutting off while being

driven. On or about January 12, 2026, after driving approximately 125 miles, the vehicle began to shake, expelled transmission fluid, and became inoperable.

80. Plaintiff thereafter paid to have his vehicle towed to Bozarth Chevrolet for inspection and diagnosis of the engine malfunction.

81. Bozarth Chevrolet informed Plaintiff that the cause of the engine malfunction was contaminated fuel through a fuel sample taken. The damage resulting from the contaminated fuel included or could include damage to the engine and fuel system, including among other things fouled spark plugs, clogged fuel injectors and filters, and potential damage to the fuel pump, oxygen sensors, and catalytic converter.

82. Bozarth Chevrolet advised Plaintiff that the minimum cost to repair the vehicle was estimated to be \$900.00, but warned that additional damage or mechanical issues could manifest after the initial repairs that were not discoverable at the time of diagnosis.

83. Plaintiff was unable to safely operate his vehicle pending completion of the necessary repairs due to the risk of further damage. As a result, Plaintiff was required to secure alternative transportation, which included renting a replacement vehicle where available, borrowing a vehicle, or foregoing the use of a vehicle altogether, and has incurred and/or may continue to incur expenses, inconvenience, and loss of use if repairs are not completed in a timely manner.

84. As a foreseeable and proximate result of Defendants' misconduct, Plaintiff has suffered and will continue to suffer damages, including but not limited to repair and replacement costs, towing and diagnostic fees, rental vehicle expenses, loss of use, diminution in vehicle

value, loss or impairment of vehicle warranties, lost wages, and substantial time, inconvenience, and disruption associated with addressing the mechanical failure and its aftermath.

PLAINTIFF JAKE NEEL

85. On or about Thursday, January 8, 2026, at approximately 7:00 AM, Plaintiff Jake Neel purchased approximately a full tank of fuel for his 2024 Toyota Tacoma at the Safeway gas station located at 27152 Main Street, Conifer, Colorado.

86. Immediately after purchasing the fuel, Plaintiff noticed that his vehicle was not operating properly, including but not limited to the vehicle repeatedly starting and immediately shutting off at approximately 2:00 p.m., with multiple service or warning lights illuminating on the dashboard.

87. Plaintiff thereafter paid to have his vehicle towed to Mountain States for inspection and diagnosis of the engine malfunction.

88. Mountain States informed Plaintiff that the cause of the engine malfunction was contaminated fuel. The damage resulting from the contaminated fuel included or could include damage to the engine and fuel system, including among other things fouled spark plugs, clogged fuel injectors and filters, and potential damage to the fuel pump, oxygen sensors, and catalytic converter.

89. Mountain States advised Plaintiff that the minimum cost to repair the vehicle was estimated to be \$4,211.12, but warned that additional damage or mechanical issues could manifest after the initial repairs that were not discoverable at the time of diagnosis.

90. Plaintiff was unable to safely operate his vehicle pending completion of the necessary repairs due to the risk of further damage. As a result, Plaintiff was required to secure

alternative transportation, which included renting a replacement vehicle where available, borrowing a vehicle, or foregoing the use of a vehicle altogether, and has incurred and/or may continue to incur expenses, inconvenience, and loss of use if repairs are not completed in a timely manner.

91. As a foreseeable and proximate result of Defendants' misconduct, Plaintiff has suffered and will continue to suffer damages, including but not limited to repair and replacement costs, towing and diagnostic fees, rental vehicle expenses, loss of use, diminution in vehicle value, loss or impairment of vehicle warranties, lost wages, and substantial time, inconvenience, and disruption associated with addressing the mechanical failure and its aftermath.

PLAINTIFF DORITA CHRONISTER

92. On or about Thursday, January 8, 2026, at approximately 7:40 AM, Plaintiff Dorita Chronister purchased approximately a 3/4 tank of fuel for her 2017 Chevrolet Silverado at the Circle K gas station located at 6702 N Tower Rd, Denver, Colorado.

93. Immediately after purchasing the fuel, Plaintiff noticed that her vehicle was not operating properly, including but not limited to sluggish performance and difficulty starting. Plaintiff initially attributed these issues to cold weather but later learned that the vehicle's problems were consistent with fuel contamination.

94. Plaintiff thereafter paid to have her vehicle towed to Caliber Collision for inspection and diagnosis of the engine malfunction.

95. Caliber Collision informed Plaintiff that the cause of the engine malfunction was contaminated fuel. The damage resulting from the contaminated fuel included or could include damage to the engine and fuel system, including among other things fouled spark plugs, clogged

fuel injectors and filters, and potential damage to the fuel pump, oxygen sensors, and catalytic converter.

96. Caliber Collision advised Plaintiff that the vehicle required repairs but that the full scope and cost of those repairs could not yet be determined and warned that additional damage or mechanical issues could manifest after initial repairs that were not discoverable at the time of diagnosis.

97. Plaintiff was unable to safely operate her vehicle pending completion of the necessary repairs due to the risk of further damage. As a result, Plaintiff was required to secure alternative transportation, which included renting a replacement vehicle where available, borrowing a vehicle, or foregoing the use of a vehicle altogether, and has incurred and/or may continue to incur expenses, inconvenience, and loss of use if repairs are not completed in a timely manner.

98. As a foreseeable and proximate result of Defendants' misconduct, Plaintiff has suffered and will continue to suffer damages, including but not limited to repair and replacement costs, towing and diagnostic fees, rental vehicle expenses, loss of use, diminution in vehicle value, loss or impairment of vehicle warranties, lost wages, and substantial time, inconvenience, and disruption associated with addressing the mechanical failure and its aftermath.

PLAINTIFF JOSEPH NITURA

99. On or about Thursday, January 8, 2026, at approximately 8:00 AM, Plaintiff Joseph Nitura purchased approximately a full tank of fuel for his 2019 Toyota Rav 4 at the King Soopers gas station located at 2355 W 136th Ave, Broomfield, Colorado.

100. Immediately after purchasing the fuel, Plaintiff noticed that his vehicle was not operating properly, including but not limited to initially sputtering, then stalling and shutting off, ultimately requiring the vehicle to be pushed.

101. Plaintiff thereafter paid to have his vehicle towed to Max Auto for inspection and diagnosis of the engine malfunction.

102. Max Auto informed Plaintiff that the cause of the engine malfunction was contaminated fuel. The damage resulting from the contaminated fuel included or could include damage to the engine and fuel system, including among other things fouled spark plugs, clogged fuel injectors and filters, and potential damage to the fuel pump, oxygen sensors, and catalytic converter.

103. Max Auto advised Plaintiff that the vehicle required repairs but that the full scope and cost of those repairs could not yet be determined and warned that additional damage or mechanical issues could manifest after initial repairs that were not discoverable at the time of diagnosis.

104. Plaintiff was unable to safely operate his vehicle pending completion of the necessary repairs due to the risk of further damage. As a result, Plaintiff was required to secure alternative transportation, which included renting a replacement vehicle where available, borrowing a vehicle, or foregoing the use of a vehicle altogether, and has incurred and/or may continue to incur expenses, inconvenience, and loss of use if repairs are not completed in a timely manner.

105. As a foreseeable and proximate result of Defendants' misconduct, Plaintiff has suffered and will continue to suffer damages, including but not limited to repair and replacement

costs, towing and diagnostic fees, rental vehicle expenses, loss of use, diminution in vehicle value, loss or impairment of vehicle warranties, lost wages, and substantial time, inconvenience, and disruption associated with addressing the mechanical failure and its aftermath.

PLAINTIFFS GILBERT AND CONSTANTINA GARCIA

106. On or about Thursday, January 8, 2026, at approximately 7:30 AM, Plaintiffs Gilbert and Constantina Garcia (husband and wife) purchased approximately a 3/4 tank of fuel for their 2003 Chevy S10 Blazer at the Coal Mine Gas Express gas station located at 9819 W Coal Mine Ave, Littleton, Colorado.

107. Immediately after purchasing the fuel, Plaintiffs noticed that their vehicle was not operating properly, including but not limited to experiencing acceleration problems that caused the vehicle to sputter and stall.

108. Plaintiffs thereafter paid to have their vehicle towed to Alpine Automotive for inspection and diagnosis of the engine malfunction.

109. Alpine Automotive informed Plaintiffs that the cause of the engine malfunction was contaminated fuel. The damage resulting from the contaminated fuel included or could include damage to the engine and fuel system, including among other things fouled spark plugs, clogged fuel injectors and filters, and potential damage to the fuel pump, oxygen sensors, and catalytic converter.

110. Alpine Automotive advised Plaintiffs that the vehicle required repairs but that the full scope and cost of those repairs could not yet be determined and warned that additional damage or mechanical issues could manifest after initial repairs that were not discoverable at the time of diagnosis.

111. Plaintiffs were unable to safely operate their vehicle pending completion of the necessary repairs due to the risk of further damage. As a result, Plaintiffs were required to secure alternative transportation, which included renting a replacement vehicle where available, borrowing a vehicle, or foregoing the use of a vehicle altogether, and has incurred and/or may continue to incur expenses, inconvenience, and loss of use if repairs are not completed in a timely manner.

112. As a foreseeable and proximate result of Defendants' misconduct, Plaintiffs have suffered and will continue to suffer damages, including but not limited to repair and replacement costs, towing and diagnostic fees, rental vehicle expenses, loss of use, diminution in vehicle value, loss or impairment of vehicle warranties, lost wages, and substantial time, inconvenience, and disruption associated with addressing the mechanical failure and its aftermath.

PLAINTIFF SEAN BERRY

113. On or about Thursday, January 8, 2026, at approximately 7:55 AM, Plaintiff Sean Berry purchased approximately a full tank of fuel for his 2018 Toyota Tundra at the Coal Mine Gas Express gas station located at 9819 W Coal Mine Ave, Littleton, Colorado.

114. Immediately after purchasing the fuel, Plaintiff noticed that his vehicle was not operating properly, including but not limited to a lack of acceleration, the presence of an exhaust odor, and the vehicle's failure to restart after being turned off.

115. Plaintiff thereafter paid to have his vehicle towed to Ken Caryl Imports for inspection and diagnosis of the engine malfunction.

116. Ken Caryl Imports informed Plaintiff that the cause of the engine malfunction was contaminated fuel. The damage resulting from the contaminated fuel included or could include

damage to the engine and fuel system, including among other things fouled spark plugs, clogged fuel injectors and filters, and potential damage to the fuel pump, oxygen sensors, and catalytic converter.

117. Ken Caryl Imports advised Plaintiff that the minimum cost to repair the vehicle was estimated to be \$2,300.00, but warned that additional damage or mechanical issues could manifest after the initial repairs that were not discoverable at the time of diagnosis.

118. Plaintiff was unable to safely operate his vehicle pending completion of the necessary repairs due to the risk of further damage. As a result, Plaintiff was required to secure alternative transportation, which included renting a replacement vehicle where available, borrowing a vehicle, or foregoing the use of a vehicle altogether, and has incurred and/or may continue to incur expenses, inconvenience, and loss of use if repairs are not completed in a timely manner.

119. As a foreseeable and proximate result of Defendants' misconduct, Plaintiff has suffered and will continue to suffer damages, including but not limited to repair and replacement costs, towing and diagnostic fees, rental vehicle expenses, loss of use, diminution in vehicle value, loss or impairment of vehicle warranties, lost wages, and substantial time, inconvenience, and disruption associated with addressing the mechanical failure and its aftermath.

PLAINTIFF RYAN N. MAHON

120. On or about Thursday, January 8, 2026, at approximately 9:00:00 PM, Plaintiff Ryan N. Mahon purchased approximately a full tank of fuel for his 2021 Toyota Tundra at the Costco gas station located at 4000 River Point Pkwy, Sheridan, Colorado.

121. Immediately after purchasing the fuel, Plaintiff noticed that his vehicle was not running properly while driving his wife to work. After dropping her off, Plaintiff returned directly to the Costco parking lot due to the vehicle's ongoing engine issues.

122. Upon returning to the parking lot, Plaintiff opened the hood of his vehicle and immediately notified Costco personnel that there was a problem with the fuel.

123. Plaintiff then contacted the Colorado Division of Oil and Gas to report the issue and file a complaint. While Plaintiff was still in the Costco parking lot with the hood of his vehicle open, representatives from the Division arrived on site and collected a fuel sample from Costco's gas storage tanks.

124. Plaintiff thereafter paid to have his vehicle towed to Groove Toyota for inspection and diagnosis of the engine malfunction.

125. Groove Toyota informed Plaintiff that the cause of the engine malfunction was contaminated fuel. The damage resulting from the contaminated fuel included or could include damage to the engine and fuel system, including among other things fouled spark plugs, clogged fuel injectors and filters, and potential damage to the fuel pump, oxygen sensors, and catalytic converter.

126. Groove Toyota advised Plaintiff that the vehicle required repairs but that the full scope and cost of those repairs could not yet be determined and warned that additional damage or mechanical issues could manifest after initial repairs that were not discoverable at the time of diagnosis.

127. Plaintiff was unable to safely operate his vehicle pending completion of the necessary repairs due to the risk of further damage. As a result, Plaintiff was required to secure

alternative transportation, which included renting a replacement vehicle where available, borrowing a vehicle, or foregoing the use of a vehicle altogether, and has incurred and/or may continue to incur expenses, inconvenience, and loss of use if repairs are not completed in a timely manner.

128. As a foreseeable and proximate result of Defendants' misconduct, Plaintiff has suffered and will continue to suffer damages, including but not limited to repair and replacement costs, towing and diagnostic fees, rental vehicle expenses, loss of use, diminution in vehicle value, loss or impairment of vehicle warranties, lost wages, and substantial time, inconvenience, and disruption associated with addressing the mechanical failure and its aftermath.

PLAINTIFF KAELA FOLTZ

129. On or about Thursday, January 8, 2026, at approximately 6:00:00 AM, Plaintiff Kaela Foltz purchased approximately a 1/2 tank of fuel for her 2025 Kia Sorento at the King Soopers gas station located at 17761 Cottonwood Dr, Parker, Colorado.

130. Immediately after purchasing the fuel, Plaintiff noticed that her vehicle was not operating properly, including abnormal driving performance over the course of approximately two days, during which the vehicle bogged down. Plaintiff contacted the vehicle's dealer, who advised her to stop driving the vehicle and have it towed.

131. Plaintiff thereafter paid to have her vehicle towed to Kia Dealership for inspection and diagnosis of the engine malfunction.

132. Kia Dealership informed Plaintiff that the cause of the engine malfunction was contaminated fuel. The damage resulting from the contaminated fuel included or could include damage to the engine and fuel system, including among other things fouled spark plugs, clogged

fuel injectors and filters, and potential damage to the fuel pump, oxygen sensors, and catalytic converter.

133. Kia Dealership advised Plaintiff that the minimum cost to repair the vehicle was estimated to be \$1,179.90, but warned that additional damage or mechanical issues could manifest after the initial repairs that were not discoverable at the time of diagnosis.

134. Plaintiff was unable to safely operate her vehicle pending completion of the necessary repairs due to the risk of further damage. As a result, Plaintiff was required to secure alternative transportation, which included renting a replacement vehicle where available, borrowing a vehicle, or foregoing the use of a vehicle altogether, and has incurred and/or may continue to incur expenses, inconvenience, and loss of use if repairs are not completed in a timely manner.

135. As a foreseeable and proximate result of Defendants' misconduct, Plaintiff has suffered and will continue to suffer damages, including but not limited to repair and replacement costs, towing and diagnostic fees, rental vehicle expenses, loss of use, diminution in vehicle value, loss or impairment of vehicle warranties, lost wages, and substantial time, inconvenience, and disruption associated with addressing the mechanical failure and its aftermath.

PLAINTIFF FELIMON FLORES AZANZA

136. On or about Thursday, January 8, 2026, at approximately 10:00 AM, Plaintiff Felimon Flores Azanza purchased approximately a 1/2 tank of fuel for his 2015 Ram 1500 at the West Evans Sinclair gas station located at 2110 S Federal Blvd, Denver, Colorado.

137. Immediately after purchasing the fuel, Plaintiff noticed that his vehicle was not operating properly, including but not limited to the vehicle breaking down shortly after refueling and thereafter failing to restart.

138. The vehicle was towed to Plaintiff's residence, where a subsequent mobile mechanical inspection confirmed the presence of diesel contamination in the fuel tank.

139. Mobile Mechanic Juan Quevava informed Plaintiff that the cause of the engine malfunction was contaminated fuel. The damage resulting from the contaminated fuel included, or could include damage to the engine and fuel system, including among other things fouled spark plugs, clogged fuel injectors and filters, and potential damage to the fuel pump, oxygen sensors, and catalytic converter.

140. Mobile Mechanic Juan Quevava advised Plaintiff that the minimum cost to repair the vehicle was estimated to be \$4,006.03, but warned that additional damage or mechanical issues could manifest after the initial repairs that were not discoverable at the time of diagnosis.

141. Plaintiff obtained a second estimate for the same repairs from Brakes Plus in the amount of \$5,119.57.

142. Plaintiff was unable to safely operate his vehicle pending completion of the necessary repairs due to the risk of further damage. As a result, Plaintiff was required to secure alternative transportation, which included renting a replacement vehicle where available, borrowing a vehicle, or foregoing the use of a vehicle altogether, and has incurred and/or may continue to incur expenses, inconvenience, and loss of use if repairs are not completed in a timely manner.

143. As a foreseeable and proximate result of Defendants' misconduct, Plaintiff has suffered and will continue to suffer damages, including but not limited to repair and replacement costs, towing and diagnostic fees, rental vehicle expenses, loss of use, diminution in vehicle value, loss or impairment of vehicle warranties, lost wages, and substantial time, inconvenience, and disruption associated with addressing the mechanical failure and its aftermath.

PLAINTIFF KOUSUM AITWAL

144. On or about Thursday, January 8, 2026, at approximately 7:30 AM, Plaintiff Kousum Aitwal purchased approximately a full tank of fuel for her 2020 Subaru Forester at the Twin Star Energy gas station located at 3550 Downing St, Denver, Colorado.

145. Immediately after purchasing the fuel, Plaintiff went to work and thereafter noticed that her vehicle was not operating properly. At the conclusion of her workday, when she attempted to start the vehicle, it failed to start.

146. Plaintiff thereafter called AAA to have her vehicle towed to Groove Subaru for inspection and diagnosis of the engine malfunction.

147. Groove Subaru informed Plaintiff that the cause of the engine malfunction was contaminated fuel. The damage resulting from the contaminated fuel included or could include damage to the engine and fuel system, including among other things fouled spark plugs, clogged fuel injectors and filters, and potential damage to the fuel pump, oxygen sensors, and catalytic converter.

148. Groove Subaru advised Plaintiff that the minimum cost to repair the vehicle was estimated to be \$10,000.00, but warned that additional damage or mechanical issues could manifest after the initial repairs that were not discoverable at the time of diagnosis.

149. Plaintiff was unable to safely operate her vehicle pending completion of the necessary repairs due to the risk of further damage. As a result, Plaintiff was required to secure alternative transportation, which included renting a replacement vehicle where available, borrowing a vehicle, or foregoing the use of a vehicle altogether, and has incurred and/or may continue to incur expenses, inconvenience, and loss of use if repairs are not completed in a timely manner.

150. As a foreseeable and proximate result of Defendants' misconduct, Plaintiff has suffered and will continue to suffer damages, including but not limited to repair and replacement costs, towing and diagnostic fees, rental vehicle expenses, loss of use, diminution in vehicle value, loss or impairment of vehicle warranties, lost wages, and substantial time, inconvenience, and disruption associated with addressing the mechanical failure and its aftermath.

PLAINTIFF ASHLEY DANIELSON

151. On or about Thursday, January 8, 2026, at approximately 8:30 AM, Plaintiff Ashley Danielson purchased approximately a 1/2 tank of fuel for her 2020 Jeep Grand Cherokee at the Costco gas station located at 4000 River Point Parkway, Sheridan, Colorado.

152. While refueling, Plaintiff observed nearby vehicles that were stopped and inoperable and overheard commotion regarding contaminated fuel. Plaintiff stopped fueling at that point but had already dispensed approximately one-half tank of fuel.

153. Plaintiff immediately paid to have her vehicle towed to AutoNation Dodge for inspection and diagnosis.

154. AutoNation Dodge informed Plaintiff that the damage resulting from the contaminated fuel included or could include damage to the engine and fuel system, including

among other things fouled spark plugs, clogged fuel injectors and filters, and potential damage to the fuel pump, oxygen sensors, and catalytic converter.

155. AutoNation Dodge advised Plaintiff that the minimum cost to repair the vehicle was estimated to be \$2,500.00, but warned that additional damage or mechanical issues could manifest after the initial repairs that were not discoverable at the time of diagnosis.

156. Plaintiff was unable to safely operate her vehicle pending completion of the necessary repairs due to the risk of further damage. As a result, Plaintiff was required to secure alternative transportation, which included renting a replacement vehicle where available, borrowing a vehicle, or foregoing the use of a vehicle altogether, and has incurred and/or may continue to incur expenses, inconvenience, and loss of use if repairs are not completed in a timely manner.

157. As a foreseeable and proximate result of Defendants' misconduct, Plaintiff has suffered and will continue to suffer damages, including but not limited to repair and replacement costs, towing and diagnostic fees, rental vehicle expenses, loss of use, diminution in vehicle value, loss or impairment of vehicle warranties, lost wages, and substantial time, inconvenience, and disruption associated with addressing the mechanical failure and its aftermath.

PLAINTIFF JUDY ZOTTO

158. On or about Thursday, January 8, 2026, at approximately 3:30 PM, Plaintiff Judy Zotto purchased approximately a 1/2 tank of fuel for her 2010 Mazda 6 at the K & D Enterprise Inc gas station located at 1490 S Wadsworth, Lakewood, Colorado.

159. Immediately after purchasing the fuel, Plaintiff noticed that her vehicle was not operating properly, including but not limited to fluctuating engine idle, the illumination of the check engine light, and the vehicle thereafter failing to start.

160. Plaintiff thereafter paid to have her vehicle towed to McDonalds Mazda for inspection and diagnosis of the engine malfunction.

161. McDonalds Mazda informed Plaintiff that the cause of the engine malfunction was contaminated fuel. The damage resulting from the contaminated fuel included or could include damage to the engine and fuel system, including among other things fouled spark plugs, clogged fuel injectors and filters, and potential damage to the fuel pump, oxygen sensors, and catalytic converter.

162. McDonalds Mazda advised Plaintiff that the vehicle required repairs but that the full scope and cost of those repairs could not yet be determined and warned that additional damage or mechanical issues could manifest after initial repairs that were not discoverable at the time of diagnosis.

163. Plaintiff was unable to safely operate her vehicle pending completion of the necessary repairs due to the risk of further damage. As a result, Plaintiff was required to secure alternative transportation, which included renting a replacement vehicle where available, borrowing a vehicle, or foregoing the use of a vehicle altogether, and has incurred and/or may continue to incur expenses, inconvenience, and loss of use if repairs are not completed in a timely manner.

164. As a foreseeable and proximate result of Defendants' misconduct, Plaintiff has suffered and will continue to suffer damages, including but not limited to repair and replacement

costs, towing and diagnostic fees, rental vehicle expenses, loss of use, diminution in vehicle value, loss or impairment of vehicle warranties, lost wages, and substantial time, inconvenience, and disruption associated with addressing the mechanical failure and its aftermath.

PLAINTIFF SUSANA GONZALEZ

165. On or about Thursday, January 8, 2026, at approximately 5:50 AM, Plaintiff Susana Gonzalez's husband purchased approximately a 3/4 tank of fuel for her 2019 Ram 1500 at the K & D Enterprise Inc gas station located at 1490 S Wadsworth, Lakewood, Colorado.

166. Immediately after purchasing the fuel, Plaintiff noticed that her vehicle was not operating properly, including but not limited to sputtering, stalling, and black and white smoke.

167. Plaintiff thereafter paid to have her vehicle towed to Four Seasons Automotive for inspection and diagnosis of the engine malfunction.

168. Four Seasons Automotive advised Plaintiff that the cause of the engine malfunction was contaminated fuel. The damage resulting from the contaminated fuel included or could include damage to the engine and fuel system, including among other things fouled spark plugs, clogged fuel injectors and filters, and potential damage to the fuel pump, oxygen sensors, and catalytic converter.

169. Four Seasons Automotive advised Plaintiff that the minimum cost to repair the vehicle was estimated to be \$7,50.00, but warned that additional damage or mechanical issues could manifest after the initial repairs that were not discoverable at the time of diagnosis.

170. Plaintiff was unable to safely operate her vehicle pending completion of the necessary repairs due to the risk of further damage. As a result, Plaintiff was required to secure alternative transportation, which included renting a replacement vehicle where available,

borrowing a vehicle, or foregoing the use of a vehicle altogether, and has incurred and/or may continue to incur expenses, inconvenience, and loss of use if repairs are not completed in a timely manner.

171. As a foreseeable and proximate result of Defendants' misconduct, Plaintiff has suffered and will continue to suffer damages, including but not limited to repair and replacement costs, towing and diagnostic fees, rental vehicle expenses, loss of use, diminution in vehicle value, loss or impairment of vehicle warranties, lost wages, and substantial time, inconvenience, and disruption associated with addressing the mechanical failure and its aftermath.

PLAINTIFF SCOTT THOMAS

172. On or about Thursday, January 8, 2026, at approximately 9:25 AM, Plaintiff Scott Thomas purchased approximately a 3/4 tank of fuel for his 2021 Subaru Ascent at the Costco gas station located at 6400 W 92nd Ave, Westminster, Colorado.

173. Immediately after purchasing the fuel, Plaintiff noticed that his vehicle was not operating properly, including but not limited to black soot accumulating in the exhaust pipes, gray smoke emitting from the vehicle, and engine sputtering.

174. Plaintiff thereafter paid to have his vehicle towed to Mike Shaw Subaru for inspection and diagnosis of the engine malfunction.

175. Mike Shaw Subaru informed Plaintiff that the cause of the engine malfunction was contaminated fuel. The damage resulting from the contaminated fuel included or could include damage to the engine and fuel system, including among other things fouled spark plugs, clogged fuel injectors and filters, and potential damage to the fuel pump, oxygen sensors, and catalytic converter.

176. Mike Shaw Subaru advised Plaintiff that the minimum cost to repair the vehicle was estimated to be \$2,371.54, but warned that additional damage or mechanical issues could manifest after the initial repairs that were not discoverable at the time of diagnosis.

177. Plaintiff was unable to safely operate his vehicle pending completion of the necessary repairs due to the risk of further damage. As a result, Plaintiff was required to secure alternative transportation, which included renting a replacement vehicle where available, borrowing a vehicle, or foregoing the use of a vehicle altogether, and has incurred and/or may continue to incur expenses, inconvenience, and loss of use if repairs are not completed in a timely manner.

178. As a foreseeable and proximate result of Defendants' misconduct, Plaintiff has suffered and will continue to suffer damages, including but not limited to repair and replacement costs, towing and diagnostic fees, rental vehicle expenses, loss of use, diminution in vehicle value, loss or impairment of vehicle warranties, lost wages, and substantial time, inconvenience, and disruption associated with addressing the mechanical failure and its aftermath.

PLAINTIFF ASHLEY COOPER

179. On or about Thursday, January 8, 2026, at approximately 7:30 AM, Plaintiff Ashley Cooper purchased approximately a 1/2 tank of fuel for her 2019 Malibu Blue Chevy Spark at the Circle K gas station located at 202 S Briggs St, Erie, Colorado.

180. Immediately after purchasing the fuel, Plaintiff noticed that her vehicle was not operating properly, including but not limited to stalling and difficulty accelerating.

181. Plaintiff thereafter paid to have her vehicle towed to Fowler Chevrolet for inspection and diagnosis of the engine malfunction.

182. Fowler Chevrolet informed Plaintiff that the cause of the engine malfunction was contaminated fuel. The damage resulting from the contaminated fuel included or could include damage to the engine and fuel system, including among other things fouled spark plugs, clogged fuel injectors and filters, and potential damage to the fuel pump, oxygen sensors, and catalytic converter.

183. Fowler Chevrolet advised Plaintiff that the minimum cost to repair the vehicle was estimated to be \$2,266.00, but warned that additional damage or mechanical issues could manifest after the initial repairs that were not discoverable at the time of diagnosis.

184. Plaintiff was unable to safely operate her vehicle pending completion of the necessary repairs due to the risk of further damage. As a result, Plaintiff was required to secure alternative transportation, which included renting a replacement vehicle where available, borrowing a vehicle, or foregoing the use of a vehicle altogether, and has incurred and/or may continue to incur expenses, inconvenience, and loss of use if repairs are not completed in a timely manner.

185. As a foreseeable and proximate result of Defendants' misconduct, Plaintiff has suffered and will continue to suffer damages, including but not limited to repair and replacement costs, towing and diagnostic fees, rental vehicle expenses, loss of use, diminution in vehicle value, loss or impairment of vehicle warranties, lost wages, and substantial time, inconvenience, and disruption associated with addressing the mechanical failure and its aftermath.

PLAINTIFF MARGARET ROUGHTON

186. On or about Thursday, January 8, 2026, at approximately 9:45 AM, Plaintiff Margaret Roughton purchased approximately a 3/4 tank of fuel for her 2020 Subaru Outback at the West Evans Sinclair gas station located at 2110 S Federal Blvd, Denver, Colorado.

187. Immediately after purchasing the fuel, Plaintiff noticed that her vehicle was not operating properly, including but not limited to engine sputtering, acceleration issues, the illumination of dashboard warning lights, and the vehicle failing to start.

188. Plaintiff thereafter paid to have her vehicle towed to Golden West Subaru for inspection and diagnosis of the engine malfunction.

189. Golden West Subaru informed Plaintiff that the cause of the engine malfunction was contaminated fuel. The damage resulting from the contaminated fuel included or could include damage to the engine and fuel system, including among other things fouled spark plugs, clogged fuel injectors and filters, and potential damage to the fuel pump, oxygen sensors, and catalytic converter.

190. Golden West Subaru advised Plaintiff that the minimum cost to repair the vehicle was estimated to be \$411.22, but warned that additional damage or mechanical issues could manifest after the initial repairs that were not discoverable at the time of diagnosis.

191. Plaintiff was unable to safely operate her vehicle pending completion of the necessary repairs due to the risk of further damage. As a result, Plaintiff was required to secure alternative transportation, which included renting a replacement vehicle where available, borrowing a vehicle, or foregoing the use of a vehicle altogether, and has incurred and/or may continue to incur expenses, inconvenience, and loss of use if repairs are not completed in a timely manner.

192. As a foreseeable and proximate result of Defendants' misconduct, Plaintiff has suffered and will continue to suffer damages, including but not limited to repair and replacement costs, towing and diagnostic fees, rental vehicle expenses, loss of use, diminution in vehicle value, loss or impairment of vehicle warranties, lost wages, and substantial time, inconvenience, and disruption associated with addressing the mechanical failure and its aftermath.

CLASS ACTION ALLEGATIONS

193. Plaintiffs bring this action on behalf of themselves and all others similarly situated, as members of the proposed class (the "Class") defined as follows:

All persons who resided in Colorado and who suffered mechanical and/or engine damage (including the fuel system) as a result of purchasing gasoline labeled as regular unleaded fuel which was contaminated in whole or in part by diesel fuel produced by Defendant Sinclair and sold by the Gas Station Defendants. The class period is the number of days the contaminated fuel was sold to Colorado consumers. Specifically excluded from the proposed Class are Defendants, and the officers, directors, affiliates, legal representatives, successors, subsidiaries, and/or assigns of Defendants, and any Judge who may be assigned to this matter.

194. Plaintiffs reserve the right to modify or amend the definition of the proposed Class, including by adding subclasses, before this Court determines whether certification is appropriate.

195. This action is brought and may be properly maintained as a class action pursuant to the provisions of Colo. R. Civ. P. 23(a)(1)-(4) and 23(b)(3). This action satisfies Rule 23's numerosity, typicality, adequacy, predominance, and superiority requirements.

196. **Numerosity Requirement.** The Class is so numerous that individual joinder of all of its members is impractical. While the exact number and identities of Class members are unknown to Plaintiffs at this time and can only be ascertained through appropriate discovery, Plaintiffs are informed and believe that the number of customers who purchased the

contaminated fuel and suffered mechanical, engine, or other damage consists of hundreds, and likely thousands, of Colorado vehicle owners.

197. Plaintiffs and all Class members purchased the same contaminated fuel alleged herein and suffered the same type of damage. The contaminated fuel affected all class members in the same way.

198. The Class definition will permit the Court to reasonably ascertain whether any individual or entity is a member of the Class. Any individual who purchased contaminated fuel during the class period and who suffered damage to their vehicle as a result will be a member of the Class.

199. Upon information and belief, the Class consists of hundreds, and likely thousands, of persons who purchased the contaminated gasoline. Thus, pursuant to Colo. R. Civ. P. 23(a)(1), the Class is so numerous that joinder of all individual members is impracticable.

200. **Commonality Requirement.** Defendants' conduct toward the Class raises common questions of law and fact that predominate over any questions affecting only individual members of the Class, as the same contaminated fuel was sold to all Class members.

201. Plaintiffs satisfy the commonality requirement because their claims arise from the purchase of the same contaminated fuel that other Class members purchased, and their vehicles were damaged in similar ways. Plaintiffs' claims are based on the same legal theories as all members of the Class, namely, violation of the CCPA, negligence, strict liability for product defect, and breach of the warranty of merchantability.

202. Because Defendants' conduct was the same as to all Class members, the material elements of Plaintiffs' claims and those of the putative Class are subject to common proof, and the outcome of Plaintiffs' individual actions will be dispositive for the Class.

203. These common legal and factual questions, which do not vary from Class member to Class member, and which may be determined without reference to the individual circumstances of any Class member include, but are not limited to, the following:

- a. Whether Defendant Sinclair delivered or otherwise distributed contaminated fuel to the Gas Station Defendants;
- b. Whether the contaminated fuel was sold to Plaintiffs and the Class members;
- c. Whether Defendant Sinclair was negligent in producing, distributing, and/or delivering the contaminated fuel;
- d. Whether the Gas Station Defendants were negligent in manufacturing, marketing, and/or selling the contaminated fuel to Plaintiffs in Class members; and
- e. Whether the contaminated fuel caused damage to Plaintiffs and the Class members' vehicles.

204. There are common answers to these questions such that they can be answered in one fell swoop with respect to all Class members.

205. **Typicality Requirement.** Plaintiffs' claims are typical of the claims of the other Class members as they arise from the same core practices, namely, the manufacture and/or sale of the contaminated fuel and the subsequent damage caused to Plaintiffs' vehicles. The material facts underlying the claims of each putative Class member are the same material facts as those

supporting Plaintiffs' claims. Plaintiffs and the Class members have sustained injuries from, and are facing harm arising out of, Defendants' common course of conduct as complained of herein. The losses of each Class member were caused directly by Defendants' wrongful conduct as alleged herein.

206. **Adequacy of Representation Requirement.** Plaintiffs will fairly and adequately protect the interests of the Class, and their interests are the same as those of all absent Class members. By proving their individual claims, Plaintiffs will necessarily prove the claims of the Class and prove Defendants' liability to the Class. Plaintiffs have no known conflicts of interest with any members of the Class; their interests and claims are not antagonistic to those of any other Class members; and their claims are not subject to any unique defenses.

207. Plaintiffs have retained attorneys experienced in the prosecution of complex class actions, including complex consumer, product, employment, ERISA, telecommunications, and securities class actions, who will ensure that the interests of the Class will be protected.

208. If appointed class representative, Plaintiffs are aware of, and are committed to, faithfully uphold their fiduciary duties to absent Class members. Plaintiffs and their counsel are committed to the vigorous prosecution of this action and will allocate the appropriate time and resources to ensure that the Class is fairly represented.

209. **Colo. R. Civ. P. 23(b)(3) – Predominance Requirement.** Because Defendants' conduct was uniform with respect to all putative Class members, common questions of law and fact predominate over individual questions.

210. **Colo. R. Civ. P. 23(b)(3) - Superiority Requirement.** A class action is superior to other available methods for the fair and efficient adjudication of this controversy since individual litigation of all Class members' claims is impracticable.

211. Because the Class encompasses hundreds if not thousands of claims, a single Colorado class action is more efficient than thousands of individual actions, each requiring the same discovery and proof. Also, class certification is a superior method of adjudicating the claims alleged herein where the individual Class members have little interest in or time to individually control the prosecution of their claims.

212. Even if every Class member could afford individual litigation, the court system could not. It would be unduly burdensome on the courts in which individual litigation of the same issues would proceed. Individualized litigation would also present the potential for varying, inconsistent, or contradictory judgments, and would magnify the delay and expense to all parties and the court system resulting from multiple trials of the same complex factual and legal issues. In contrast, conducting this action as a class action with respect to some or all of the issues presented herein presents fewer management difficulties, conserves the resources of the parties and the court system, and protects the rights of each Class member.

213. Class treatment ensures uniformity and consistency in results, enables the many small claims of Class members as well as claims for class-wide declaratory relief to be brought efficiently, and will provide relief to Class members for their past and future injuries. It will also deter Defendants and other similar businesses from engaging in such wrongful conduct in the future.

214. There are no unusual difficulties likely to be encountered in the maintenance of this action as a class suit, and this Court can effectively manage the class action.

215. The Class is not so large that it would be unmanageable, and no difficulties are foreseen providing notice to individual claimants.

216. Thus, a class action is superior and more efficient to other available methods for the fair and efficient adjudication of this controversy.

CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF

(Violation of C.R.S. § 6-1-101, *et seq.* Against all Defendants)

217. Plaintiffs and the Class incorporate by reference each preceding paragraph as though fully set forth herein.

218. Defendants engaged in an unfair trade practice as defined in C.R.S. §6-1-105(e) and (g) by, among other things:

a. Knowingly or recklessly representing that the contaminated fuel was safe to use in Plaintiffs' and class members' vehicles despite the presence of diesel fuel in the gasoline; and

b. Representing that the contaminated fuel was of a particular quality and grade safe to use in Plaintiffs' vehicles when they knew or should have known it was not.

219. The deceptive trade practices occurred in the ordinary course of Defendants' business, namely manufacturing, marketing and/or selling fuel to the public.

220. Plaintiffs and the Class were significantly impacted by the deceptive trade practice of the Defendants. Plaintiffs and Class members purchased the contaminated fuel believing it was safe to use in their vehicles. In fact, the contaminated fuel caused damage to the

engines and fuel systems, which included, among other things, fouled spark plugs, clogged fuel injectors and filters, and potential damage to the fuel pump, oxygen sensors, and catalytic converter.

221. Plaintiffs and the Class members have been damaged by Defendants' violations of the CCPA, namely that their vehicles were damaged and rendered unusable as a result of the contaminated fuel. As a result of Defendants' violations of the CCPA, Plaintiffs and Class members have incurred hundreds or thousands of dollars in repair bills.

222. Pursuant to § 6-1-113(2.9), Plaintiffs seek to recover actual damages, injunctive relief allowed by law, and reasonable attorney fees and costs.

SECOND CLAIM FOR RELIEF
(Common Law Negligence Against all Defendants)

223. Pursuant to § 6-1-113(2.9), Plaintiffs seek to recover actual damages, injunctive relief allowed by law, and reasonable attorney fees and costs.

224. Plaintiffs and the Class incorporate by reference each preceding paragraph as though fully set forth herein.

225. Defendant Sinclair had a duty to use reasonable care in refining and producing gasoline products for use by the public. That duty included making sure that gasoline products were not contaminated by substances that could cause harm to consumers' vehicles.

226. Defendant Sinclair breached that duty by failing to use reasonable care to prevent gasoline intended for sale to the public from being contaminated by diesel fuel.

227. The Gasoline Station Defendants had a duty to use reasonable care to assure that gasoline they purchased, and into which they blended and incorporated proprietary additive

packages, and resold to consumers was not contaminated by substances that could cause harm to consumers' vehicles.

228. The Gas Station Defendants breached that duty by accepting the contaminated fuel from Defendant Sinclair into which they blended and incorporated proprietary additive packages, and selling the contaminated fuel to Plaintiffs and the Class members.

229. Plaintiffs and the Class members purchased the contaminated fuel believing it was safe to use in their vehicles. In fact, the contaminated fuel caused damage to their engines and fuel systems, which included among other things fouled spark plugs, clogged fuel injectors and filters, and potential damage to the fuel pump, oxygen sensors, and catalytic converter.

230. As a direct and proximate result of Defendants' negligence as described above, Plaintiffs and the Class members have suffered damages, including vehicle repair costs and loss of use, resulting in additional economic losses and hardship, which include, among other things, lost wages, rental and rideshare expenses, and ongoing insurance and loan payments for vehicles that were rendered unusable.

THIRD CLAIM FOR RELIEF
(Strict Liability and Product Defect Against all Defendants)

231. Plaintiffs and the Class incorporate by reference each preceding paragraph as though fully set forth herein.

232. At all relevant times, Defendants were engaged in the business of manufacturing, blending, distributing, and/or selling gasoline for use by the consuming public.

233. On or about January 7 and 8, 2026, Defendant Sinclair manufactured and delivered regular unleaded gasoline contaminated with diesel fuel to the Gas Station Defendants

in the Denver Metropolitan area. As a manufacturer Sinclair is strictly liable for the damage caused by the contaminated gasoline.

234. The Gas Station Defendants blended and incorporated proprietary additive packages into the contaminated gasoline received from Defendant Sinclair, placed their respective private labels on the fuel, branded the fuel as their own respective product, and exercised significant control over the final composition of fuel sold at their respective retail locations.

235. The Gas Station Defendants sold the contaminated gasoline to Plaintiffs and the Class members, and the contaminated gasoline damaged their vehicles.

236. The gasoline sold to Plaintiffs and the Class members was in a defective condition and unreasonably dangerous when it left Defendants' control because it was contaminated with diesel fuel and/or otherwise failed to conform to applicable fuel quality standards.

237. The contaminated gasoline was expected to, and did, reach Plaintiffs and the Class members without any substantial change in its condition from the time it was manufactured, blended, distributed, and/or sold by Defendants to the time it was purchased and dispensed into consumers' vehicles.

238. Plaintiffs and the Class members purchased and used the gasoline in a manner that was foreseeable and intended by Defendants.

239. As a direct and proximate result of the defective and unreasonably dangerous gasoline, Plaintiffs and Class members suffered damage to their engines and fuel systems, including, among other things, fouled spark plugs, clogged fuel injectors and filters, and damage to fuel pumps, oxygen sensors, and catalytic converters.

240. Plaintiffs and the Class members incurred substantial damages as a result of the defective gasoline, including repair costs, loss of use of their vehicles, and related economic losses.

241. Defendants, as manufacturers, are strictly liable for the injuries and damages caused by the defective gasoline pursuant to Colorado products liability law.

242. Alternatively, Sinclair as the manufacturer and the Gasoline Station Defendants, as apparent manufacturers, are strictly liable for the damages caused by the contaminated gasoline. The contaminated gasoline was defective and unreasonably dangerous, causing significant damage to Plaintiffs' and the Class members' vehicles. The Gasoline Station Defendants, by placing their private labels on the gasoline, holding out the gasoline as their own product, creating the appearance that they were the manufacturers of the gasoline, and failing to disclose to consumers the actual manufacturer of the gasoline, created the risk of harm and placed the defective product into the stream of commerce.

243. Alternatively, Sinclair as the manufacturer is strictly liable and the Gasoline Station Defendants are strictly liable as Defendant Sinclair's principal sellers pursuant to C.R.S. 13-21-402 if personal jurisdiction cannot be obtained over Defendant Sinclair.

244. As a result of the foregoing, Plaintiffs and the Class members have been damaged in an amount to be proven at trial.

FOURTH CLAIM FOR RELIEF
(Breach of Warranty Against the Defendant Gasoline Stations)

245. Plaintiffs and the Class incorporate by reference each preceding paragraph as though fully set forth herein.

246. Defendant Sinclair is a merchant engaged in the business of manufacturing distributing gasoline for sale to consumers through retail gas stations, including the Gas Station Defendants.

247. The Gas Station Defendants are merchants engaged in the business of selling gasoline to consumers.

248. Defendants impliedly warranted that the gasoline sold to consumers was merchantable and fit for the ordinary purpose of fueling vehicles.

249. The contaminated fuel sold by the Defendant Gasoline Stations was contaminated by diesel fuel and therefore defective and unfit for the ordinary purpose for which it was sold.

250. Plaintiffs and the Class members purchased the contaminated fuel with the intent of using it for the ordinary purpose for which it was intended, namely, to power their gasoline vehicles.

251. Plaintiffs and Class members were injured when they purchased the fuel that was contaminated and caused damage to their engines and fuel systems including, among other things, fouled spark plugs, clogged fuel injectors and filters, and potential damage to the fuel pump, oxygen sensors, and catalytic converter. Plaintiffs and the Class members incurred substantial repair bills and other damages, which may include, among other things, the cost of renting a car as a result of the defective product.

252. As a result of the foregoing, Plaintiffs and the Class members have been damaged in amounts to be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of the Class, pray for relief and judgment as follows:

- a. For an order certifying this action as a class action on behalf of the Class described above;
- b. For an order certifying Plaintiffs as class representatives and appointing Franklin D. Azar & Associates, P.C. as Class counsel;
- c. For payment of all damages suffered by Plaintiffs and the Class;
- d. For compensatory, consequential, and incidental damages suffered by Plaintiffs and the Class according to proof;
- e. For all other damages according to proof;
- f. For injunctive relief requiring Defendants to cease selling contaminated fuel to Plaintiffs and other consumers;
- g. For an award of attorneys' fees pursuant to C.R.S. § 6-1-113(2.9);
- h. For costs of suit herein incurred;
- i. For both pre-judgment and post-judgment interest on any amounts awarded; and
- j. For such other and further relief as the Court may deem proper.

REQUEST FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury as to all issues so triable.

Respectfully submitted January 21, 2026.

FRANKLIN D. AZAR & ASSOCIATES, P.C.,
By: /s/ Timothy Foster
Timothy Foster, #57150
ATTORNEYS FOR PLAINTIFF