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STATE OF MICHIGAN
IN THE 3RD JUDICIAL CIRCUIT COURT FOR THE COUNTY OF WAYNE

THE PEOPLE OF THE STATE OF MICHIGAN,

Plaintiff,

v

M-TWELVE FUELS, LLC, M-CORP MANAGEMENT, LLC, and AIRPORT BP, LLC.

Defendants.

No. 26-020971-CP

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There is no other pending or resolved civil action arising out of the transaction or occurrence alleged in the complaint.

COMPLAINT

Plaintiff, the People of the State of Michigan, through Assistant Attorneys General Jacob M. Satin and Darrin F. Fowler, state the following for their Complaint:

I. Parties, Legal Authority, and Venue

1. Plaintiff, the People of the State of Michigan is represented by Attorney General Dana Nessel. The Attorney General is Michigan's chief law enforcement officer and is authorized to bring this action on behalf of the People of the State of Michigan pursuant to MCL 14.28. Through the Michigan Consumer Protection Act (MCPA), the People have authorized the Attorney General to seek injunctive relief, civil fines, and damages on behalf of injured consumers against those who engage in unfair, deceptive, or unconscionable trade practices. MCL 445.901 *et seq*.

2. Defendant M-Twelve Fuels, LLC (M-Twelve) is a Michigan limited liability company. M-Twelve is owned by William Bazzi, and it was created in 2023.

3. M-Twelve has its principal place of business at 9201 Middlebelt Road, Romulus, Michigan, which is located in Wayne County, Michigan. Thus, this Court is an appropriate venue in which to file this Petition.

4. M-Twelve, LLC is the tenant that operates a British Petroleum (BP) gas station at 9201 Middlebelt Road, Romulus, Michigan. M-Twelve leases the subject location from Defendant Airport BP, LLC.

5. Defendant Airport BP, LLC (Airport BP) is a Michigan limited liability company as well. Airport BP is owned, operated, or managed by Marvin Hayder and is affiliated with Defendant M-Corp Management, LLC.

6. Defendant M-Corp Management, LLC (M-Corp) is a Michigan limited liability company with a registered office in Dearborn.

7. The Defendants are therefore domiciled in Wayne County. This Court is thus the appropriate venue in which to file this Complaint.

8. This is an action for violations of the MCPA and a related civil conspiracy to violate the MCPA.

II. Background

9. Detroit Metropolitan Airport (Detroit Metro) is Michigan's largest airport, handling more than 2.6 million annual passengers in 2025.[1] It is revered as one of the country's best major airports and is of significant import to Michigan's economy. However, Detroit Metro heavily relies on personal cars for travelers coming to and from the airport. There is no train service to the airport and limited public transportation options. As a result, rental cars are a key component to the functioning of the airport.

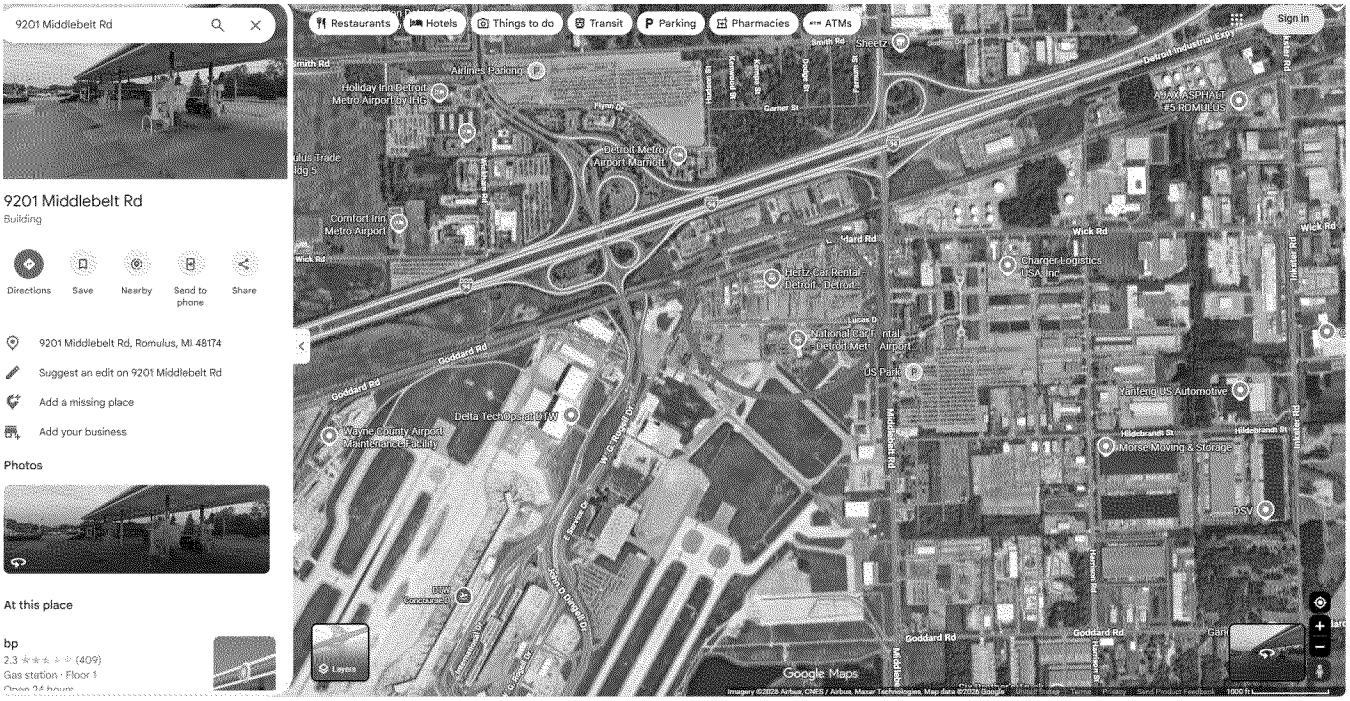
10. Most rental car agreements require that a hired car be returned with a full tank of gas. Otherwise, a consumer will be charged a fuel surcharge by the rental company.

11. Travelers returning rental cars before departure are often faced with a stressful combination: arriving at the airport at a fixed time, navigating complex road networks around the airport, and enduring the general unpleasantries of modern air travel.

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[1] Wayne County Airport Authority, *"Detroit Metropolitan Airport ranked by J.D. Power as #1 in Customer Satisfaction for Mega Airports"* <https://www.metroairport.com/about-us/dtw-news/detroit-metropolitan-airport-ranked-jd-power-1-customer-satisfaction-mega> (posted Sept. 20, 2023).

12. The gas station at issue is located directly across the street from the cluster of rental car company return lots at Detroit Metro, selling substantially similar gasoline to those stations around it:



13. The proximity of Defendant M-Twelve to those airport rental car returns means consumers are often ensnared in a difficult choice: spend precious time looking for cheaper gas or accept M-Twelve's severely inflated gasoline price. As evidenced by the volume of complaints received by the Attorney General, it is apparent that many consumers choose the latter.

14. However, consumers evidently come away from the transaction with a sense of unfairness, which tarnishes their experience in Detroit and Michigan at large. As any host knows, the last experiences of one's guests shape their perception of the entire visit. Giving consumers a final kick on their way out is harmful to the State and its economy. Furthermore, this kind of negative impact on

travelers to the State of Michigan creates a particularized injury to the People's tourism and travel economies—both of which are large public investments and important to the People's wellbeing.

15. The impact on the state's economy is significant. The State of Michigan began using Pure Michigan as its official tourism and visitor slogan. Under the slogan, "Pure Michigan," the State markets its bounty of unique tourist destinations. The program highlights the diverse offerings in Michigan like Traverse City and Detroit. Tourism in Michigan is a key component to the State's economy, representing $54.8 billion in economic impact in 2024.[2]

16. Within that economic impact is an estimated three-hundred and fifty thousand (350,000) jobs. *Id.* That means about one in every seventeen Michiganders are employed in the tourism business. *Id.* The importance of consumer spending on travel and tourism in Michigan cannot be overstated.

17. Furthermore, the market for gas stations around the airport is of vital importance to its function. Were one gas station operator—like M-Twelve and Airport BP—to exploit its location by charging grossly excessive prices with impunity, its competitors might charge artificially elevated prices. In other words, a gas station that is illegally price gouging can create a ripple effect by which other stations justify raising their prices by pointing to the original, transgressive competitor. In effect, the potential exists to severely flatten choice in pricing near

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[2] Nerbonne, Nick, "*Michigan's Tourism Industry Generates $54.8 Billion in Economic Impact*" Michigan Economic Development Corporation (July 29, 2025) <https://www.michigan.org/michigans-tourism-industry-generates-548-billion-economic-impact> (accessed Nov. 23, 2026).

the airport in a way that would harm the larger airport enterprise. The State has a significant interest in preventing this circumstance.

18. And Detroit Metro serves as a key gear in that economic engine. Its rental car market—and the experience of consumers passing through Detroit Metro—is therefore uniquely important to the People.

III. Specific Impacts on Consumers

A. MCPA Violations by M-Twelve

19. In 2025 and 2026, the Attorney General received lots of consumer complaints against Defendant M-Twelve—all alleging that the inflated prices at the pump were unfair or unlawful. (**Exhibit A**).

20. For example, complainants noted that M-Twelve was "ripping off the customers," "taking advantage of travelers who don't know about gasoline prices in the metro areas," and "[g]ouging gasoline prices." (*Id.*) One complainant—Kelly V.—wrote in February 2026 that M-Twelve was "charging over $4/gallon (current $4.10) for gas when surrounding gas stations are averaging $2.80-$3.00." (*Id.*) Another, Kevin T., wrote in April 2026 that "premium was $7.74! That's $2 over [regular]!!!" (*Id.*)

21. Fox2Detroit reported on April 8, 2026 that gas prices in the state were increasing but that "[o]ne station in Romulus near Metro Airport" was charging more than any other in the area.[3]

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[3] Sherrod, Jamie and Komer, David, "*Gas Prices Surge in Romulus near Metro Airport*" Fox2Detroit (April 8, 2026) <https://www.fox2detroit.com/news/gas-prices-surge-romulus-near-metro-airport> (accessed Nov. 23, 2026).

22. They reported that the gas station was pricing regular gasoline at $5.25 per gallon despite AAA reporting the "average price of gas in Michigan [at] $3.98 a gallon. At one gas station in Romulus it is almost $2 more than that." (*Id.*)

23. After speaking to consumers at the station, the report quoted one consumer as saying: "[i]t kills me really. It kills a lot of people, a lot of people struggling are suffering these days." (*Id.*) In that same story, a gas station reportedly "just up the street" had gas priced at $3.79 per gallon, compared to M-Twelve's $5.14—a difference of more than 35%. (*Id.*)

24. Given the flow of complaints, Special Agent Jamie Grabowski began an investigation of M-Twelve on April 9, 2026. (**Exhibit B**).

25. First, he drove to M-Twelve's location and took a picture of the displayed price, which showed regular gas at $5.14. (*Id.*)

26. Next, SA Grabowski pulled into pump 4 at M-Twelve's station. (*Id.*) Again, he took photographs of the displayed pricing, which showed regular at $5.24 if paid for by credit card. (*Id.*)

27. Finally, he pumped about four gallons of gas in his assigned state vehicle. (*Id.*) The total cost of the transaction was $20.91. (*Id.*)

28. SA Grabowski then conducted a search on Gas-Buddy to compare prices at other gas stations within Romulus, Michigan. (*Id.*)

29. Gas-Buddy is a publicly available, online gasoline pricing compiler. It lets users see real time, reported gasoline prices at specific stations across the country. (*Id.*)

30. SA Grabowski's search revealed that several of the closest gas stations to M-Twelve's station were charging a far lower price. (*Id.*)

31. For example, a Marathon station just on the other side of I-94 was charging a mere $3.79 per gallon. (*Id.*) The Shell station at 35335 Eureka Road, which is at the southwest corner of the airport, was also only charging $3.79. (*Id.*)

32. In sum, of the three other gas stations within closest proximity to the airport, not one charged more than $3.89. (*Id.*)

33. That stands in stark contrast to the $5.14 charged by M-Twelve as observed by SA Grabowski. (*Id.*)

34. After Special Agent Grabowski submitted his report, the next step was to a wider Gas Buddy inquiry.

35. A Department of the Attorney General Analyst performed a search of all gas prices listed by stations believed to be associated with Mr. Bazzi. (**Exhibit C**).

36. Of those four other locations owned by Mr. Bazzi, the average sales price of gasoline was $4.99 per gallon. (*Id.*)

37. At M-Twelve's station, the Analyst found the sales price to be $6.09 per gallon on the day of her search. (*Id.*)

38. That represented a markup of $.10 per gallon compared to Mr. Bazzi's other stations—a nearly 22% markup.

39. The initial documented high pricing was a slice of a larger, longer pattern of unlawful behavior.

40. The Attorney General began her investigation of Defendant M-Twelve for uniquely high prices dating back to 2023. (**Exhibit D**).

41. In that initial investigation, the Attorney General's Investigator found M-Twelve's high pricing caused a ripple effect in the gas market around the airport.

42. The investigator purchased fuel at M-Twelve's location on December 20, 2023, for $4.47 per gallon.

43. The Mobile gas station across the street was priced at $3.99.

44. However, a Marathon one mile from near the subject location was only charging $2.75 per gallon.

45. The closer a competitor's station was to the Defendant's location, the higher the price charged for similar fuel. In other words, M-Twelve's station operated like a center of gravity, pulling surrounding prices higher.

46. The initial investigation also revealed ambiguity about who controlled the price at M-Twelve.

47. In the report, the investigator spoke to the landlord of the subject location, and the landlord said he would lower the price of gasoline at the location. (*Id.*)

48. This action suggested control over the price of gas by the landlord of the station in December 2023—not M-Twelve, who had signed a lease for control of the station in March 2023.

49. The Attorney General put the Defendant on notice that she was aware of significant complaints about violations of the MCPA through exorbitantly higher prices for gasoline.

50. Earlier this year, the Attorney General filed the attached petition in this Court. (**Exhibit E.**) That petition explicitly laid out the bases for probable cause that Defendant M-Twelve was violating subsection (z) of the MCPA.

51. Through extensive investigation, the Attorney General learned that M-Twelve was charging significantly more for gasoline than its competitors.

52. This was well documented in M-Twelve's business records, showing the price charged for gasoline.

53. And prices from competitors—selling substantially similar gasoline—were significantly less than that sold by Defendant M-Twelve.

54. On average, prices charged by M-Twelve for a gallon of regular gasoline were $1.50 to $1.60 more.

55. The average sale price of a gallon of regular gasoline at these competitors was $3.57 to $3.66.

56. Defendant M-Twelve was therefore selling its similar or identical gasoline at a price, on average, that was about thirty-percent (30%) more than competitors.

57. In Mr. Bazzi's investigative testimony given on behalf of Defendant M-Twelve, Mr. Bazzi stated that M-Twelve charges the highest gas prices in the state of Michigan.

58. Given this combination of evidence, M-Twelve was charging a price for gasoline that is grossly in excess of the price at which similar gasoline is sold.

59. It is the Plaintiff's understanding that M-Twelve continues to charge grossly excessive prices for gasoline and has not changed its pricing behavior.

Defendant M-Twelve, through Mr. Bazzi, revealed a broader reason why these excessive prices were charged.

60. The story told by Defendant M-Twelve belies a complex reality about the subject station and revealed a broader scheme to harm Michigan consumers.

B. Civil Conspiracy

61. While expanding its business, Defendant M-Twelve signed the mentioned 2023 lease with Defendant Airport BP, LLC as part of a multi-location expansion.

62. That expansion also included leasing another location from M-Corp in Detroit for a large, complex fueling station geared towards truckers.

63. This second location was called M-One.

64. Mr. Bazzi revealed that the high fuel prices charged at M-Twelve were to cover the high rent charged to M-Twelve by Airport BP, LLC.

65. In the subject lease, the per monthly rent was sixty-five thousand dollars ($65,000) per month—higher than any rent Mr. Bazzi paid elsewhere.

66. In Mr. Bazzi's words, Airport BP offered the airport location as the "cherry on top" of an expansive leasing deal for multiple locations.

67. Before Mr. Bazzi took over the subject location, the gas station was operated by the individual who now runs the landlord, Airport BP.

68. In other words, it appears that the current landlord ran the station at 9201 Middlebelt Road before transferring it to M-Twelve in 2023.

69. Also, Complaints filed with the Attorney General alleging excessively high prices date back to the time before M-Twelve signed the 2023 lease.

70. Thus, the landlord offered a high rent because it knew—from running the location itself—that M-Twelve could successfully charge excessive prices for gasoline at its station.

71. In other words, Airport BP and M-Twelve agreed to a large rent payment because both understood that the subject location would charge grossly excessive prices and that this location would be the "cherry on top."

72. In this scheme, M-Twelve benefits by selling uniquely high volume at the "highest price in the state" generating the "highest profit margin" of all of Bazzi's other locations.

73. And Airport BP, LLC is benefiting from the unlawfully high prices charged by M-Twelve through a massive rent payment paid by M-Twelve.

74. Thus, the two Defendants entered a civil conspiracy to perpetuate the unlawful pricing scheme at the subject gas station.

75. In sum, Airport BP and M-Twelve entered a civil conspiracy to charge unlawfully high prices to Michigan consumers for gasoline at 9201 Middlebelt Road, Romulus, Michigan.

76. Because Airport BP is a subsidiary of M-Corp, M-Corp was a party to the subject conspiracy.

77. This conspiracy began at least as early as the date of the subject lease—March 23, 2023—and is ongoing.

78. This conspiracy hits Michigan consumers at a particularly difficult time, as huge volatilities in energy and gasoline prices squeeze Michigan families. And this issue, being national, plays into the unique vulnerability of travelers renting vehicles at Detroit Metro.

79. And these vulnerabilities are protected by the Michigan Consumer Protection Act. The Attorney General intends to vigorously enforce those protections.

IV. Legal Claims

COUNT I: MCPA violations against M-Twelve

80. The Attorney General incorporates the above allegations as though fully set forth here.

81. Defendants, both individually and collectively, have engaged in the following practices made unlawful through the MCPA:

. . .

> (z) Charging the consumer a price that is grossly in excess of the price at which similar property or services are sold. [MCL 445.903(1)(z).]

82. These violations have been committed with respect to each of the known consumers. Upon information and belief, Defendants have committed such violations with respect to similarly situated consumers who are yet to be identified. This lawsuit is brought on behalf of both the known and still to be identified consumers.

COUNT II: MCPA violations against M-Corp and Airport BP

83. The Attorney General incorporates the above allegations as though fully set forth here.

84. Defendants M-Corp Management and Airport BP, both individually and collectively, engaged in the following practices made unlawful through the MCPA:

. . .

> (n) Causing a probability of confusion or of misunderstanding as to the legal rights, obligations or remedies of a party to a transaction. [MCL 445.903(1)(n).]

85. Defendants M-Corp Management and Airport BP caused a probability of confusion or misunderstanding as to which entity is responsible for the price of fuel charged at the subject location and which entity was operating the subject gas station in 2023.

86. These violations have been committed with respect to each of the known consumers. Upon information and belief, Defendants have committed such violations with respect to similarly situated consumers who are yet to be identified. This lawsuit is brought on behalf of both the known and still to be identified consumers.

COUNT III: Civil Conspiracy

69. Unlawful prices are being charged at 9201 Middlebelt Road, Romulus, Michigan. This property is the subject of a lease between M-Twelve and Airport BP for the operation of the subject gas station. The agreement to operate this location

where grossly excessive prices for gasoline are charged constitutes a civil conspiracy between M-Twelve and Airport BP to violate the MCPA.

70. The agreement to operate the subject gas station inherently included an agreement to conduct business unlawfully. This agreement constituted a concerted action to accomplish an unlawful purpose—namely, to charge grossly excessive prices for gasoline in violation of the MCPA.

71. Because M-Corp is the parent company of Airport BP, M-Corp is benefiting from and participating in this same alleged civil conspiracy.

47. This conspiracy perpetrated by the Defendants directly harms Michigan consumers and Michigan's travel and tourism industry—a large share of Michigan's annual economic output.

V. Conclusion and Relief Sought

Accordingly, for the reasons set forth above, the Attorney General respectfully requests this Honorable Court enter orders:

A. Termination of the lease to operate a gas station at 9201 Middlebelt Road, Romulus, Michigan between M-Twelve Fuels, LLC and Airport BP, LLC;

B. Preliminarily and permanently enjoining M-Twelve Fuels, LLC from operating a gas station at 9201 Middlebelt Road, Romulus, Michigan.

C. Preliminarily and permanently enjoining Airport BP, LLC, M-Corp Management, LLC, and any of its future lessees from charging a price

for gasoline at 9201 Middlebelt Road, Romulus Michigan that is grossly in excess of the price at which similar gasoline is sold.

D. Imposing civil fines against Defendants under MCL 445.905 for each and every violation of the MCPA or for a Civil Conspiracy to violate the MCPA that is found to be knowing and persistent;

E. Awarding costs as this Court deems appropriate; and

F. Granting such further relief this Court may deem just and proper.

Respectfully submitted,

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