FOR PUBLICATION

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

CAN-AM FUEL DISTRIBUTION, LLC,

Plaintiff-ctr-defendant - Appellant,

v.

SINCLAIR OIL, LLC, FKA: Sinclair Oil Corporation; GLOVIS AMERICA, INC.,

Defendant-ctr-claimants - Appellees.

No. 25-3141

D.C. No. 3:24-cv-05743-DGE

OPINION

CAN-AM FUEL DISTRIBUTION, LLC,

Plaintiff - Appellant,

v.

SINCLAIR OIL, LLC; GLOVIS AMERICA, INC.,

Defendants - Appellees.

No. 25-7450

D.C. No. 3:24-cv-05743-DGE

Appeal from the United States District Court
for the Western District of Washington
David G. Estudillo, District Judge, Presiding

Appeal No. 25-3141 Argued and Submitted October 23, 2025*
Portland, Oregon

Filed August 20, 2026

Before: William A. Fletcher, Morgan B. Christen, and Andrew D. Hurwitz, Circuit Judges.

Opinion by Judge W. Fletcher

SUMMARY**

Petroleum Marketing Practices Act

The panel reversed the district court's dismissal of claims brought by Can-Am Fuel Distribution, LLC under the Petroleum Marketing Practices Act ("PMPA") against Sinclair Oil, LLC and Glovis America, Inc., and remanded for further proceedings.

* The panel unanimously concludes that case number 25-7450 is suitable for decision without oral argument. *See* Fed. R. App. P. 34(a)(2). The case is submitted on the briefs as of the filing of the opinion.

** This summary constitutes no part of the opinion of the court. It has been prepared by court staff for the convenience of the reader.

The PMPA regulates petroleum marketing franchise agreements by establishing various grounds and accompanying notice requirements for termination and non-renewal and by prohibiting the termination of a franchise on grounds other than those expressly specified in the statute. A common franchise agreement establishes a three-tier fuel supply relationship in which (1) a petroleum refiner licenses its trademarks to and supplies branded fuel to a distributor; (2) the distributor then sublicenses the refiner's trademarks to a retailer and delivers the branded fuel to the retailer's gas stations; and (3) the retailer, in turn, sells the branded fuel to the public under the refiner's trademarks.

Here, the refiner was Sinclair, the distributor was Glovis, and the retailer was Can-Am. However, Sinclair did not supply the fuel sold by Can-Am under the Sinclair trademark. Rather, Sinclair, Glovis, and Can-Am entered into a series of licensing agreements under which Can-Am was authorized to rebrand its gas station as a Sinclair station and to market non-Sinclair motor fuel under Sinclair's trademarks, with Glovis acting as an intermediary. Prior to the expiration date of the agreements, Sinclair and Glovis asserted that the licensing agreements had been terminated and that Can-Am was no longer authorized to use Sinclair's trademarks. Can-Am sued, alleging that Sinclair and Glovis had violated the PMPA by terminating its franchise without satisfying the statute's requirements. The district court dismissed Can-Am's PMPA claim, holding that Can-Am failed to plausibly allege the existence of a PMPA franchise because Sinclair did not supply fuel to Can-Am or Glovis.

The panel held that for Can-Am's PMPA claim to survive a motion to dismiss, it was required to plausibly allege the existence of a PMPA franchise under 15 U.S.C. § 2801(1)(A) by alleging that (1) it had a contract with

Glovis and/or Sinclair; (2) the parties were a "refiner," "distributor," or "retailer"; and (3) the licensing agreements authorized Can-Am "to use, in connection with the sale, consignment, or distribution of motor fuel, a trademark which was owned or controlled by such refiner or by a refiner which supplies motor fuel to the distributor which authorizes or permits such use." Can-Am alleged the existence of a PMPA franchise as to both Sinclair and Glovis because the PMPA applies even when the refiner does not supply the motor fuel to the distributor or retailer. Accordingly, the panel reversed the district court's dismissal of Can-Am's PMPA claims and remanded for further proceedings.

COUNSEL

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OPINION

W. FLETCHER, Circuit Judge:

Many retail gas stations operate under franchise agreements. A common franchise agreement establishes a three-tier fuel supply relationship in which a petroleum refiner licenses its trademarks to and supplies branded fuel to a distributor. The distributor then sublicenses the refiner's trademarks to a retailer and delivers the branded fuel to the retailer's gas stations. The retailer, in turn, sells the branded fuel to the public under the refiner's trademarks.

Petroleum marketing franchise agreements are regulated under the Petroleum Marketing Practices Act, 15 U.S.C. §§ 2801–2807 ("PMPA"). Congress passed the PMPA in response to growing concerns about unfair franchise terminations, non-renewals, and pricing agreements. S. Rep. No. 95-731, at 17, 22 (1978); *Mac's Shell Serv., Inc. v. Shell Oil Prods. Co.*, 559 U.S. 175, 178 (2010). Inter alia, the PMPA is intended to protect franchisees "from arbitrary or discriminatory termination or non-renewal of their franchises." S. Rep. No. 95-731, at 15 (1978); *see DuFresne's Auto Serv., Inc. v. Shell Oil Co.*, 992 F.2d 920, 925 (9th Cir. 1993). To achieve this purpose, the PMPA establishes "various grounds and accompanying notice requirements for termination and non-renewal, and prohibits the termination of a franchise on grounds other than those expressly specified in the legislation." *Bellmore v. Mobil Oil Corp.*, 783 F.2d 300, 304 (2d Cir. 1986); *see Mac's Shell*, 559 U.S. at 178.

Franchisees who prevail on PMPA claims may obtain compensatory and punitive damages, attorney's fees and costs, and equitable relief. *See* 15 U.S.C. §§ 2805(b), (d).

For franchisees seeking equitable relief, the PMPA establishes a "more liberal" test for the issuance of preliminary injunctions than the usual four-factor *Winter* test. *See Hilo v. Exxon Corp.*, 997 F.2d 641, 643 (9th Cir. 1993) (citation omitted); *compare Winter v. Natural Res. Def. Council, Inc.*, 555 U.S. 7, 20 (2008), *with* 15 U.S.C. § 2805(b)(2).

This case concerns a three-tier fuel supply relationship with an unusual variation. The refiner is Sinclair Oil, LLC ("Sinclair"); the distributor is Glovis America, Inc. ("Glovis"); and the retailer is Can-Am Fuel Distribution, LLC ("Can-Am"). However, Sinclair did not supply the fuel sold by Can-Am under the Sinclair trademark. Rather, Sinclair, Glovis, and Can-Am entered into a series of licensing agreements under which Can-Am was authorized to rebrand its gas station as a Sinclair station and to market non-Sinclair motor fuel under Sinclair's trademarks, with Glovis acting as an intermediary. Prior to the expiration date of the agreements, Sinclair and Glovis asserted that the licensing agreements had been terminated and that Can-Am was no longer authorized to use Sinclair's trademarks. Can-Am sued, alleging that Sinclair and Glovis had violated the PMPA by terminating its franchise without satisfying the statute's requirements.

The district court dismissed Can-Am's PMPA claim, holding that Can-Am failed to plausibly allege the existence of a PMPA franchise because Sinclair did not supply fuel to Can-Am or Glovis. The question before us on appeal is whether Can-Am has plausibly alleged the existence of a PMPA franchise. We hold that Can-Am has done so as to both Sinclair and Glovis because the PMPA applies even when the refiner does not supply the motor fuel to the distributor or retailer. We therefore reverse and remand for further proceedings.

I. Factual and Procedural Background

Appellee Sinclair is a major supplier of petroleum products and the owner of various registered trademarks, including its distinctive green "DINO" logo. Appellee Glovis is a logistics corporation that, until at least 2023, engaged in motor fuel distribution. Appellant Can-Am operates a gas station and convenience store in Vancouver, Washington (the "Licensed Location").

A. The Licensing Agreements

On March 31, 2015, Sinclair and Glovis entered into the Sinclair Trademark Licensing Agreement ("STLA"). The STLA authorized Glovis to market motor fuel under Sinclair's trademarks and, with Sinclair's approval, to sublicense those trademarks to others. When the STLA was executed, Sinclair did not supply petroleum products in the Pacific Northwest. The STLA was designed "for the sole and express purpose of branding gasoline stations in markets that do not currently have access to supply by Sinclair of petroleum products." The STLA provided that if Sinclair began supplying motor fuel in Glovis' marketing region, Glovis would "enter into good faith negotiations with Sinclair to begin a supply contract which would supersede and replace" the STLA. The STLA was set to expire ten years after the date of execution.

On April 19, 2019, Sinclair, Glovis, and Torcroft LLC (Can-Am's predecessor in interest) signed a Letter of Intent, in which Torcroft agreed to rebrand its Licensed Location and sell Sinclair-branded motor fuel. On November 22, 2019, Glovis and Can-Am entered into the Sinclair

Trademark Sublicense Agreement ("STSLA"). The STSLA set forth many of the same rights and obligations contained in the STLA, authorizing Can-Am to market motor fuel under Sinclair's trademarks and sublicense those trademarks with Glovis' and Sinclair's approval.

When the STSLA was executed, Sinclair still did not have a refinery or source of motor fuel in the Pacific Northwest, and Glovis did not itself transport fuel in the region. Accordingly, the STSLA contemplated that Can-Am would receive fuel from a third-party supplier rather than from Glovis. The STSLA required that this fuel meet "Top Tier" standards and be "purchased solely through Glovis . . . while it remains an active party to the Agreement." Like the STLA, the STSLA provided that if Sinclair established a petroleum supply in the Pacific Northwest, Can-Am would "enter into good faith negotiations with Sinclair to begin a supply contract which would supersede and replace" the STSLA.

In the STSLA, Can-Am agreed to pay a monthly license fee to Sinclair directly and to honor Sinclair credit cards. Can-Am further agreed to participate, at its own expense, in Sinclair's Secret Shopper Program. Sinclair, in turn, agreed to process all of Can-Am's credit card sales and to deposit the proceeds of those sales into Can-Am's bank account.

The STSLA was set to expire on December 9, 2024, after which the agreement would continue on a month-to-month basis until the parties executed an extension or renewal. On December 5, 2019, Sinclair and Glovis executed a ten-year Licensed Location Fee Agreement authorizing Glovis to sublicense Sinclair's Trademarks to Can-Am's Licensed Location.

In reliance on these agreements, Can-Am rebranded the Licensed Location as a Sinclair gas station and DINO MART, and Glovis contracted with a third party for delivery of Top Tier fuel to the Licensed Location. Through 2023, Can-Am's performance in Sinclair's Secret Shopper Program earned it multiple Sinclair Brand Excellence Awards.

B. Termination of the Licensing Agreements

In March 2022, Sinclair was acquired by HollyFrontier Corporation, a diversified energy company that owned a petroleum refinery in Anacortes, Washington. This acquisition gave Sinclair the ability to refine and supply petroleum products within Glovis' and Can-Am's marketing regions. Despite this development, Sinclair did not enter negotiations to establish a direct supply contract with either Glovis or Can-Am, and Can-Am continued to receive its fuel from a third party.

On July 7, 2023, Glovis notified Can-Am that on July 10 it would assign its responsibilities under the STSLA to another company, Fuel Break, Inc. Can-Am contested the assignment, alleging that it would increase its costs and impose less favorable terms. On July 10, Sinclair stopped processing Can-Am's credit card sales. Can-Am arranged for a third party to process its general credit card sales, but it was no longer allowed to process Sinclair credit cards. Can-Am alleges that its inability to process Sinclair credit cards decreased its sales volume by 30%.

On July 11, 2023, Space Age Fuel, Inc. ("Space Age"), the third-party supplier then responsible for delivering fuel to the Licensed Location, contacted Glovis about past-due invoices. Space Age warned that if the invoices remained unpaid, Can-Am would run out of fuel by the following morning. Glovis declined to pay and stated that Fuel Break would be the "new distributor." Faced with the imminent loss of its fuel supply, Can-Am entered into a direct purchasing agreement with Space Age at a price exceeding that offered to Can-Am by Glovis.

Soon thereafter, Sinclair and Glovis notified Can-Am that the STLA and STSLA had been terminated and demanded that Can-Am remove Sinclair's trademarks from the Licensed Location. Can-Am refused to recognize any termination of the licensing agreements and contended that, under the STSLA, it was still authorized to market motor fuel under Sinclair's trademarks.

C. Procedural History

On September 3, 2024, after nearly six months of unsuccessful negotiations, Can-Am filed an eight-count complaint in district court against Sinclair and Glovis, one of which asserted multiple violations of the PMPA. In October, Sinclair and Glovis each moved to dismiss Can-Am's PMPA claim under Rule 12(b)(6), asserting that Can-Am failed to plausibly allege that the PMPA applied to the licensing agreements. Before the district court ruled on the motions to dismiss, Can-Am moved for a preliminary injunction under the PMPA and several of its state-law claims. *See* 15 U.S.C. § 2805(b).

On February 25, 2025, the district court dismissed Can-Am's PMPA claim, holding that Can-Am had failed to plausibly allege the existence of a PMPA franchise with either Sinclair or Glovis. On May 12, the district court issued an order denying Can-Am's motion for preliminary injunction based on the remaining state-law claims.

Can-Am appealed the denial of the preliminary injunction. In its brief on appeal, Can-Am argued only that it is entitled to injunctive relief under the PMPA. However, in its then-current posture as an interlocutory appeal from the denial of a preliminary injunction, Can-Am could not challenge the merits of the district court's dismissal of its PMPA claim. *See Prellwitz v. Sisto*, 657 F.3d 1035, 1038 (9th Cir. 2011). And, because Can-Am has not argued on appeal that the district court erred in denying an injunction based on the state-law claims, it has forfeited that argument. *See Indep. Towers of Wash. v. Washington*, 350 F.3d 925, 929 (9th Cir. 2003).

Following oral argument, we concluded that early resolution of the question whether Can-Am's PMPA claim was properly dismissed would assist the efficient disposition of this case. We therefore held the appeal in abeyance to allow Can-Am to move in the district court for entry of an order under 28 U.S.C. § 1292(b). The district court re-entered its order dismissing Can-Am's PMPA claim and Can-Am timely moved for permission to take an interlocutory appeal from that dismissal. We accepted the appeal.

The question now presented is whether the district court erred in granting Sinclair's and Glovis' motions to dismiss Can-Am's PMPA claim. We hold that the district court erred. We reverse and remand for further proceedings.

II. Jurisdiction and Standard of Review

We have jurisdiction to review Can-Am's interlocutory appeal under 28 U.S.C. § 1292(b). "We review de novo a district court order granting a motion to dismiss for failure to state a claim." *Olson v. California*, 104 F.4th 66, 76 (9th Cir. 2024) (en banc). In doing so, "we accept as true all wellpleaded factual allegations in the complaint, which we construe in the light most favorable to the plaintiff[].” *Schlegel v. Wells Fargo Bank, NA*, 720 F.3d 1204, 1207 (9th Cir. 2013) (citation modified). “To survive a motion to dismiss, a complaint must contain sufficient factual matter, accepted as true, to ‘state a claim to relief that is plausible on its face.’” *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (quoting *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007)).

III. Discussion

The PMPA regulates the termination and non-renewal of franchise relationships in the motor fuel marketing industry. 15 U.S.C. §§ 2801–2807. The PMPA defines a “franchise” as

> [A]ny contract—
>
> (i) between a refiner and a distributor,
>
> (ii) between a refiner and a retailer,
>
> (iii) between a distributor and another distributor, or
>
> (iv) between a distributor and a retailer,
>
> under which a refiner or distributor (as the case may be) authorizes or permits a retailer or distributor to use, in connection with the sale, consignment, or distribution of motor fuel, a trademark which is owned or controlled by such refiner or by a refiner which supplies motor fuel to the distributor which authorizes or permits such use.

15 U.S.C. § 2801(1)(A).

Therefore, for Can-Am's PMPA claim to survive a motion to dismiss, it must plausibly allege that (1) it had a contract with Glovis and/or Sinclair; (2) the parties are a "refiner," "distributor," or "retailer"; and (3) the licensing agreements authorized Can-Am "to use, in connection with the sale, consignment, or distribution of motor fuel, a trademark which is owned or controlled by such refiner or by a refiner which supplies motor fuel to the distributor which authorizes or permits such use." *Id.*

In its order dismissing Can-Am's PMPA claims, the district court held that Can-Am plausibly alleged the existence of contracts with Sinclair and Glovis. However, the court held that these contracts did not create a PMPA "franchise" because Sinclair never sold, distributed, or consigned motor fuel to Can-Am or Glovis. The district court thus read § 2801(1)(A) as requiring that the fuel supplied by the distributor and sold by the retailer come from the refiner. On appeal, neither Sinclair nor Glovis adopts the district court's interpretation of § 2801(1)(A). Instead, they offer their own arguments supporting the district court's dismissal of Can-Am's claim under the PMPA.

We begin our discussion by addressing the district court's interpretation of § 2801(1)(A). We then turn to Glovis' and Sinclair's arguments.

A. The District Court's Interpretation of § 2801(1)(A)

The district court interpreted § 2801(1)(A) as requiring that the motor fuel sold by the retailer be supplied by the refiner. Quoting the statute and adding a few words of its own, the court wrote that the PMPA applied to use of a trademark "in connection with *[the refiner's (Sinclair)]* sale, consignment, or distribution of motor fuel." *See* 15 U.S.C. § 2801(1)(A) (emphasis added to indicate words added by the court). The court interpreted this language as requiring Sinclair to supply the motor fuel sold by Can-Am under Sinclair's trademark. The court also interpreted § 2801(1)(A) to require "the refiner/trademark owner (Sinclair) . . . be the supplier of the motor fuel to the distributor (Glovis)." Since Sinclair did not supply fuel to either Can-Am or Glovis, the court concluded that the PMPA did not apply.

The district court was mistaken. The actual language of the statute requires only that Can-Am's use be "in connection with *the sale, consignment, or distribution of motor fuel*." *Id.* (emphasis added). There is no requirement in § 2801(1)(A) that the motor fuel provided to the distributor or sold by the retailer have been supplied by the refiner. The only requirement is that the retailer have a contract to use the refiner's trademark when selling motor fuel. The source of the fuel does not matter. *See Mac's Shell Serv., Inc. v. Shell Oil Prods. Co.*, 559 U.S. 175, 178–79 (2010) (explaining that under the PMPA, "a 'franchise' is defined as 'any contract' that authorizes a franchisee to use the franchisor's trademark, as well as any associated agreement providing for the supply of motor fuel"). Recognizing this, neither Glovis nor Sinclair relies on the district court's rationale.

B. PMPA Franchise Between Glovis and Can-Am

Glovis does not dispute that it entered into a contract authorizing Can-Am to use Sinclair's trademarks in connection with the sale of motor fuel. Rather, it argues that Can-Am failed to plausibly establish that Glovis is a "distributor" under the PMPA. Glovis acknowledges that the licensing agreements refer to it as a "distributor," but contends that because it never "physically transported, delivered or otherwise supplied motor fuel to Can-Am" it is in fact a "broker" who merely facilitated the relationship between Can-Am and its fuel suppliers. We disagree.

The PMPA defines a distributor as "any person, including any affiliate of such person, who . . . purchases motor fuel for sale, consignment, or distribution to another." 15 U.S.C. § 2801(6)(A). The statute does not require that the distributor itself physically distribute the motor fuel. It is sufficient that a distributor "purchases motor fuel for . . . distribution to another." *Id.*

Can-Am has plausibly alleged that Glovis purchased the motor fuel that was distributed to the Licensed Location. It is undisputed that until July 11, 2023, Glovis ordered from and paid the third-party suppliers that delivered fuel to the Licensed Location. It was not until after Glovis declined to pay the past-due invoices that Can-Am established a direct purchasing agreement with the third-party supplier, Space Age.

In support of its argument that it is a "broker" rather than a "distributor," Glovis cites *Amoco Oil Co. v. D.Z. Enters. Inc.*, 607 F. Supp. 595, 603 (E.D.N.Y. 1985), in which a retailer, D.Z. Enterprises ("D.Z.") had a contract with a refiner, Amoco Oil Company ("Amoco"), pursuant to which D.Z. ordered gasoline from Amoco and paid Amoco directly. The alleged distributor, Tartan Oil Corporation ("Tartan"), received a commission for each gallon of gas D.Z. purchased, but it did not purchase the fuel or "take title or possession of motor fuels, or even act as an intermediary in the process of ordering and supplying gasoline." *Id.* The court held that Tartan was not a distributor but rather a broker who "brings seller and buyer together, negotiates contracts between them, and receives a commission." *Id.*

Amoco Oil supports Can-Am's position rather than Glovis'. As *Amoco Oil* notes, "A distributor is generally defined as a person or legal entity that 'stands between the manufacturer and the retail seller in purchases, consignments, or contracts for sale.'" *Id.* (quoting *Distributor*, *Black's Law Dictionary* (5th ed. 1979)). Here, the record shows that, unlike Tartan, Glovis "stood between" Can-Am and its supplier, purchasing fuel directly from the supplier for distribution to Can-Am. Indeed, the STSLA required that all fuel be "purchased solely through Glovis." On these facts, we hold that Can-Am has plausibly alleged a PMPA franchise with Glovis.

C. PMPA Franchise Between Sinclair and Can-Am

Sinclair does not dispute that it is a refiner as defined under the PMPA, 15 U.S.C. § 2801(5). Instead, it makes two other arguments. First, Sinclair argues that the PMPA does not apply because Can-Am failed to plausibly allege that it had a contract with Sinclair. Second, Sinclair argues that the PMPA cannot apply simultaneously to both the refiner and distributor in a three-tier fuel supply relationship. We address each argument in turn.

1. Sinclair's Contract with Can-Am

Under the PMPA, the existence of a franchise requires a contract between the relevant parties. 15 U.S.C. § 2801(1)(A). The PMPA defines a contract as "any oral or written agreement." *Id.* at § 2801(10). Sinclair argues that it did not have a contract with Can-Am, noting that except for the Letter of Intent, Sinclair was not a signatory to any document signed by Can-Am.

The district court disagreed with this argument, holding that Can-Am had alleged facts sufficient to plausibly establish a contractual relationship with Sinclair. We agree with the district court. In the STSLA, Sinclair agreed to process Can-Am's credit card sales and deposit the resulting funds directly into Can-Am's bank account. It also reserved the right to review and approve Can-Am's use of the Sinclair trademarks. Can-Am, in turn, agreed to pay its monthly license fee to Sinclair directly, to honor Sinclair credit cards, and to participate in Sinclair's Secret Shopper program at its own expense. These mutual obligations plausibly support the existence of a contractual relationship between Can-Am and Sinclair.

Sinclair cites several cases in an attempt to support its contention that in a three-tier fuel supply relationship the refiner does not have a contractual relationship with the retailer. None of those cases, however, is applicable. In each case cited, the relationship between the refiner and the retailer was limited to the initial approval of a sublicense or leasing agreement and the supply of motor fuel. *See, e.g.*, *Hutchens v. Eli Roberts Oil Co.*, 838 F.2d 1138, 1144–45 (11th Circ. 1988) ("It is simply not enough to establish a franchise relationship between a refiner and a retailer that a lease between the refiner and its distributor contains boilerplate language that requires the distributor to obtain the refiner's consent before subleasing the premises."); *Rogue Valley Stations, Inc. v. Birk Oil Co.*, 568 F. Supp. 337, 344 (D. Or. 1983) (holding that Congress "did not intend that a retailer who is supplied by a distributor could bring an action against a refiner with whom the retailer has no relationship except ultimately receiving motor fuel"); *Denise Petroleum, Inc. v. Ocean Petroleum, Inc.*, 32 F. Supp. 2d 534, 538 (E.D.N.Y. 1999) (same); *Brown v. Am. Petrofina Mktg., Inc.*, 555 F. Supp. 1327, 1332 (M.D. Fla. 1983) (similar); *Est. of Handy v. R.L. Vallee, Inc.*, 993 F. Supp. 236, 240 (D. Vt.

1998) (similar). None of these cases concerns a refiner and retailer with the same depth of reciprocal obligations that exist between Sinclair and Can-Am under the STSLA.

2. Franchise Relationship with Both Sinclair and Glovis

Sinclair also argues that it cannot be a franchisor if Glovis is also a franchisor because no court has "found both a refiner and distributor to be PMPA franchisors to a station retailer." But all the cases cited by Sinclair involved a typical three-tier fuel supply relationship, in which there was no direct contractual relationship between the refiner and the retailer. The result in this case is a consequence of the unusual nature of Sinclair's relationship with Can-Am. Sinclair required a significant degree of oversight and involvement in exchange for Can-Am's use of its trademark, plausibly creating a contractual relationship where one may not have otherwise existed. Therefore, we hold that Can-Am has plausibly alleged the existence of a PMPA franchise with Sinclair.

IV. Conclusion

We hold that a franchise under 15 U.S.C. § 2801(1)(A) does not require that the refiner supply motor fuel to the retailer or distributor, and that Can-Am has plausibly alleged the existence of a PMPA franchise as to both Sinclair and Glovis. We therefore reverse the district court's dismissal of Can-Am's PMPA claims and remand for further proceedings consistent with this opinion.

REVERSED and REMANDED.