WELD COUNTY DISTRICT COURT District Court, Weld County, Colorado 901 9th Avenue Greeley, CO 80631 (970) 475-2400	DATE FILED August 19, 2026 11:50 AM FILING ID: D9334269AEDF3 CASE NUMBER: 2026CV30981
ROSINA LEOS, surviving spouse of Alejandro Espinoza, deceased, and surviving mother of Oscar Espinoza, deceased; **MARIA PRADO,** surviving mother of Carlos Espinoza Prado, deceased; and **YULIANA SANCHEZ,** surviving spouse of Jorge Sanchez Pena, deceased; Plaintiffs v. **PROSPECT VALLEY DAIRY, LLC,** a Colorado limited liability company **PROSPECT RANCH, LLC,** a Colorado limited liability company **AREND BOS,** an individual **HD BUILDERS, LLC,** a Colorado limited liability company Defendants	**COURT USE ONLY**
Counsel for Plaintiffs: Sam Cannon #46132 Megan McDonald #56945 Kate Kacena #61097 The Law Office of Sam Cannon, LLC 320 Maple Street #115 Fort Collins, CO 80521 t: (970) 471-7170 f: (970) 360-2684 sam@cannonlaw.com megan@cannonlaw.com katek@cannonlaw.com Ryan A. Spear #58713 The Spear Firm P.O. Box 337485 Greeley, CO 80633-0625 t: (970) 451-5331 ryan@thespearfirm.com	Case Number: Division:

COMPLAINT AND JURY DEMAND

Plaintiffs Rosina Leos, Yuliana Sanchez, and Maria Prado, through counsel, state as follows for their Complaint and Jury Demand against the above-named Defendants.

INTRODUCTION

1. This case arises from the August 20, 2025 deaths of Jorge Sanchez Peña (36), Alejandro Espinoza (50), and Alejandro's two sons, Oscar Espinoza (17) and Carlos Sanchez (29)[1] from hydrogen sulfide poisoning caused by a ruptured manure pipe located in an underground pit at a dairy located in Keenesberg, Colorado ("Prospect Dairy"). The incident also caused the deaths of two dairy employees who are not parties to this lawsuit.

2. Defendants are all individuals or entities who were involved in the ownership, operation, construction, repair, or maintenance of the manure management system at Prospect Dairy.

3. Specifically, HD Builders, LLC ("HD") performed construction or repair work on the manure management system before the incident, including on the second of manure pipe that ruptured. HD also had two employees on site at the time of the incident because they were working on the manure management system that day.

4. Prospect Valley Dairy, LLC owns the land where Prospect Dairy operates; Prospect Ranch, LLC is the operating company for Prospect Dairy that controls operations for the dairy, including the manure management system that caused this incident; and Bos is the general manager of Prospect Ranch, LLC as well as an owner of Prospect Valley Dairy, LLC, in his capacity as trustee of Arend Bos Irrevocable Trusts #1 and #2. In these roles, Bos personally had final decision-making authority about repairs and maintenance of the manure management system.

5. On the day of the incident, Jorge, Alejandro, Oscar, and Carlos, who were employees of High Plains Robotics, a division of Fiske Incorporated ("HPR"), had been performing work on the manure management system pursuant to a contract between Prospect Ranch,

[1] Because some of the deceased individuals share last names, first names are used throughout this Complaint to clearly identify them.

LLC and HPR. Their work was one element of a repair project involving multiple companies and dairy employees that required the system to be shut down.

6. After they were finished with their work, Alejandro, Oscar, and Carlos found that the work truck they had taken to Prospect Dairy had a flat tire, so they had to change the tire before they left the site.

7. After the manure management system repair project was complete, and while Alejandro, Oscar, and Carlos were changing the tire on the work truck, Bos activated the manure management system remotely from his phone.

8. Once the pumps are activated, a mixture of manure and water is pushed through the system. When the manure water reaches a 90-degree joint, the force of the water causes a joint to rupture, releasing manure water into the pump pit. At the same time, an invisible poisonous gas known as hydrogen sulfide (H2S) is released into the pit.

9. After the pipe ruptures, a dairy employee asks Jorge to help him close a valve to stop the manure water flooding the pit.

10. Even though it is not part of his job, Jorge goes with the dairy employee to try to help.

11. Once he is in the pit, Jorge wades through manure water to the far end of the pit. But as he reaches the shut off valve to the system, he is overcome by the H2S gas and collapses.

12. The dairy employee who went into the pit with Jorge collapses nearer the stairs.

13. By this time, two employees of HD have arrived at the stairs into the pit. Seeing the dairy employee collapse, one of the HD employees manages to grab him and pull him back up the stairs.

14. When the dairy employee wakes up, he yells to Alejandro, Oscar, and Carlos, that Jorge is down in the pit.

15. Alejandro, Oscar, and Carlos run to the pit, where they see Jorge.

16. Alejandro runs down the stairs to save Jorge. He manages to reach Jorge’s unconscious body. But before Alejandro can pull Jorge to safety, he also collapses.

17. Seeing their father collapse, Oscar and Carlos charge down the stairs. But before they can reach their father's body, they also succumb to the gas.

18. Jorge, Alejandro, Oscar, and Carlos die in the pit.

19. Autopsies find the cause of death for all four was H2S exposure. Oscar and Carlos are found to have foreign substances in their lungs, indicating they may have aspirated manure water after they collapsed.

20. Plaintiffs are surviving family members of Jorge, Alejandro, Oscar, and Carlos. They bring this case because the incident was the result of the Prospect and HD's failure to ensure the manure management system was in safe operating condition despite multiple red flags showing the system was dangerously unstable and deteriorating before the incident.

PARTIES, JURISDICTION, AND VENUE

21. Plaintiff Rosina Leos is an individual who resides in Weld County, Colorado. She is the surviving spouse of Alejandro Espinoza Cruz and the surviving mother of Oscar Espinoza Leos.

22. Plaintiff Yuliana Sanchez is an individual who resides in Weld County, Colorado. She is the surviving spouse of Jorge Sanchez Pena.

23. Plaintiff Maria Prado is an individual who resides in Weld County, Colorado. She is the surviving mother of Carlos Espinoza Prado.

24. Carlos was pronounced dead at 8:48 p.m. on August 20, 2025. Jorge, Alejandro, and Oscar were each pronounced dead at 12:20 a.m. on August 21, 2025.

25. Rosina Leos brings the claim arising from Alejandro's death as his surviving spouse under C.R.S. § 13-21-201(1)(a)(I). She brings the claim arising from Oscar's death as his heir under C.R.S. § 13-21-201(1)(c)(I) because Oscar died as an unmarried minor without descendants. Oscar's father, Alejandro, died in the same incident.

26. Yuliana Sanchez brings the claim arising from Jorge's death as his surviving spouse under C.R.S. § 13-21-201(1)(a)(I).

27. Maria Prado brings the claim arising from Carlos's death as his surviving parent under C.R.S. § 13-21-201(1)(c)(I) because Carlos died an unmarried adult without descendants and without a designated beneficiary under article 22 of title 15, C.R.S. Carlos's father, Alejandro, died in the same incident.

28. Defendant Prospect Valley Dairy, LLC is a Colorado limited liability company that owns the real estate and improvements where Prospect Dairy is located.

29. Defendant Prospect Ranch, LLC is a Colorado limited liability company that operates Prospect Dairy on land owned by Prospect Valley Dairy, LLC. It is a separate entity from Prospect valley Dairy, LLC.

30. Where the distinction is immaterial, Prospect Valley Dairy, LLC and Prospect Ranch, LLC are referred to as the "Prospect Entities." Where the difference is material, they are identified individually.

31. Defendant Arend Bos ("Bos") is an individual who resides in Weld County, Colorado. He is the general manager of Prospect Ranch, LLC as well as an owner of Prospect Valley Dairy, LLC, in his capacity as trustee of Arend Bos Irrevocable Trusts # 1 and # 2. In these roles, Bos personally had final decision-making authority about repairs and maintenance of the manure management system. He is the person who reactivated the system immediately before the pipe ruptured, killing Jorge, Alejandro, Oscar, and Carlos.

32. Defendant HD Builders, LLC ("HD") is a Colorado limited liability company with its principal office at 9231 Eastman Park Drive, Windsor, Colorado. On information and belief, it installed piping as well as performing maintenance and repair work in the Dairy's manure management system.

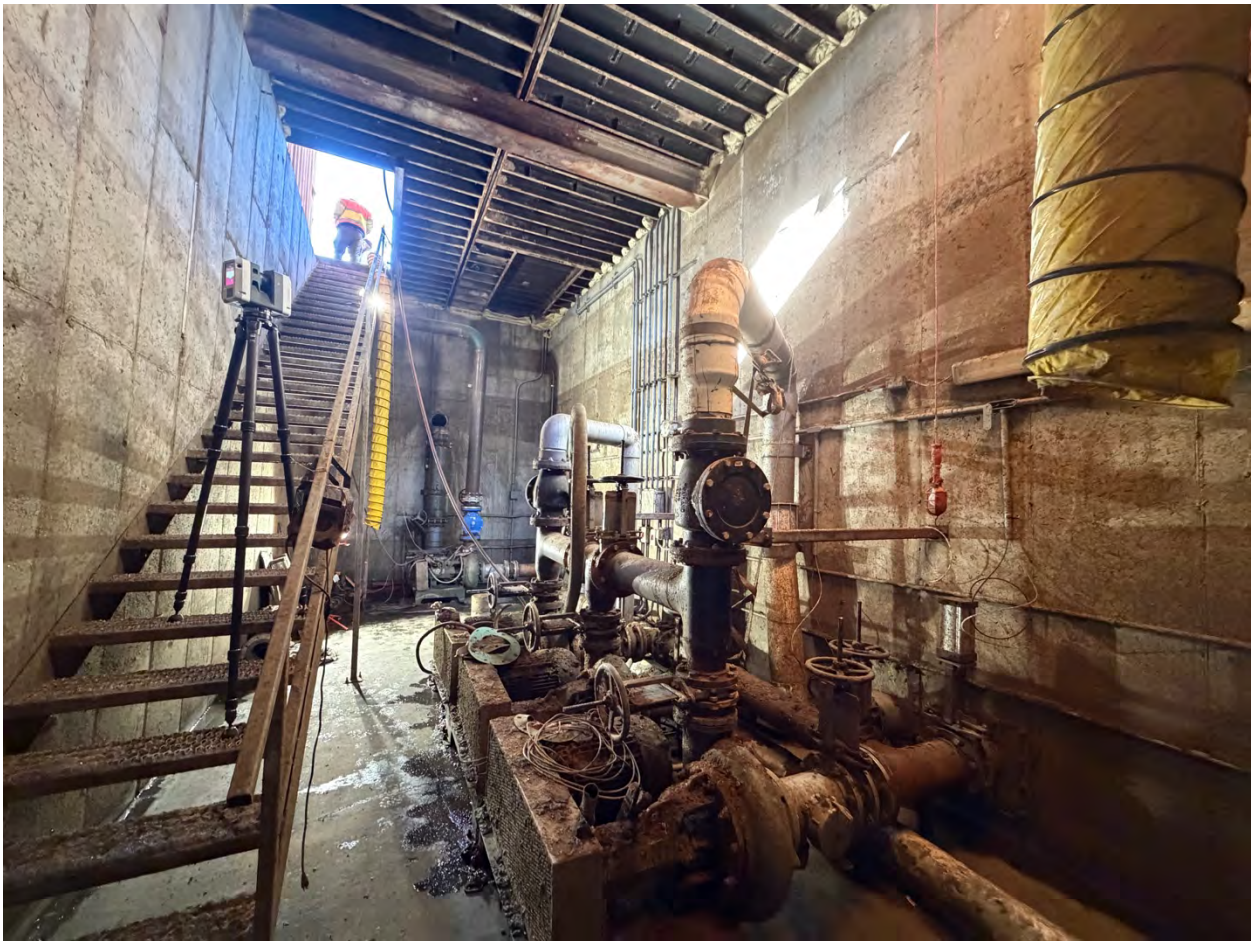
33. This Court has jurisdiction over this matter under Colo. Const. art. VI, § 9, and C.R.S. § 13-1-124.

34. Venue is proper in this Court under C.R.C.P. 98(c) because the Dairy is located in Weld County, Colorado, and the wrongful conduct described in this Complaint occurred in Weld County, Colorado.

THE MANURE MANAGEMENT SYSTEM AND THE DEADLY GAS IT PRODUCES

35. Prospect Dairy's manure management system takes cow manure from cattle barns, mixes it with water, separates the resulting manure water into different substances for various agricultural and industrial purposes.

36. The manure management system is built inside a deep concrete pit containing PVC piping and multiple pumps (Fig. 1). The pipes move the manure water through the system and into pools outside the pump pit, where agitators keep the liquid moving.



(Fig. 1 – The pump pit during November 5, 2025 inspection)

37. The pump pit is a confined space. It is located underground and has a single staircase providing a means of entry and exit.

38. The piping inside the pump pit carries manure water under pressure.

39. When a pump starts, the moving fluid exerts a thrust load on the piping. That load concentrates at joints, bends, and changes of direction. Piping that carries fluid under pressure must be supported against thrust loading by engineered pipe supports, hangers, thrust blocks, or restrained joints.

40. Manure that decomposes in an environment with limited oxygen produces H2S.

41. H2S is a colorless gas. It is heavier than air, so it collects and concentrates in low places, like underground pits.

42. At low concentrations H2S smells like rotten eggs. At higher concentrations it paralyzes the sense of smell, so a person walking into a lethal concentration cannot smell the gas that is about to kill him.

43. At high concentrations, a single breath of H2S can cause immediate loss of consciousness, soon followed by death.

44. Agitating, pumping, releasing, or otherwise disturbing stored manure liberates the H2S dissolved in manure water.

45. As owners and operators of a dairy, the Prospect Entities and Bos knew that releasing manure water into a below-grade pit would result in H2S release, and that anyone who entered the pit afterward could be killed.

46. The safeguards against this hazard are well established, widely used, and inexpensive: warning signs, gas monitoring and alarms in the pit, forced ventilation, confined space entry procedures, training in how H2S behaves and how to detect it, on-site rescue equipment and a rescue plan, and a firm rule that nobody enters the pit without those protections in place.

47. Prospect and Bos did not put those safeguards in place at the Dairy.

48. The manure management system was originally built in 2017 and 2018 under Weld County building permits AGC17-0003 and CME17-0025. In the application for an agricultural exempt building permit, Prospect agreed to build the manure management system in accordance with all applicable building codes.

49. After the manure management system was built, Prospect contracted with HD Builders to perform maintenance and repair work on the PVC piping components of the manure. management system.

50. According to Bos, in a statement the day after the incident, HD Builders' work on the manure management system included installing the piping components that failed during the incident.

PROSPECT KNEW THE PIPING SYSTEM WAS INADEQUATELY SUPPORTED AND FAILING

51. Before the incident, Prospect knew the piping in the pump pit was not properly supported. Specifically, before the incident, Prospect resorted to using ratchet straps to hold parts of the piping system together immediately downstream of the pipe rupture because it was visibly unstable. (Fig. 2).



(Fig. 2 – One vertical and one horizontal ratchet straps on piping during November 5, 2025 inspection).

52. Ratchet straps are cargo tie-downs. They are not pipe supports. They are not engineered, rated, or intended to restrain a pressurized pipe against thrust loading. They can stretch, slip, loosen, and degrade.

53. That Prospect and Bos allowed ratchet straps to be used to support pipes in the manure management system demonstrates that they knew the pipes in the manure management system were unstable and not being adequately supported by the remaining supports before the incident.

54. Using ratchet straps to support a visibly unstable manure pipe instead of using engineered pipe supports is reckless.

55. Worse, a video taken at the Dairy earlier in 2025 before the incident shows a single ratchet strap on the piping in the pump pit. (Fig. 3).



(Fig. 3 – Screenshot from video taken some time before the incident in 2025 showing a single horizontal ratchet strap).

56. That a second strap was added between the video being taken and the incident means that Prospect and Bos knew the manure pipe was becoming progressively less stable but failed to take reasonable steps to prevent it from failing. They just added another strap.

57. Worse, components of the pipe system where the straps were placed were replaced between the video and the incident as can be seen by comparing the valve on the vertical pipe on the left side of Fig. 3 to the one in place in the same place during the November 5, 2025 post-incident inspection (Fig. 4).


(Fig. 4 - Photo of changed valve from November 5, 2025 Inspection).

58. Even when the manure management system was shut down leading up to the incident, Prospect and Bos failed to take the opportunity to fix the piping supports or repair the underlying instability in the system. Instead, they left the ratchet straps in place without additional bracing when reactivated the unstable system.

59. After the incident, multiple pipe straps were found broken or disconnected (Figs. 5 and 6) further indicating that the pipe supports in place at the time of the incident were inadequate to handle the forces the system underwent during start up and operation either because they were broken before the incident or because they broke during the incident.



(Fig. 5 – Photo of failed pipe strap during November 5, 2025 inspection).



(Fig. 6 – Photo of failed pipe strap from November 5, 2025 Inspection).

AUGUST 20, 2025

60. Jorge, Alejandro, Carlos, and Oscar were employees of HPR.

61. Jorge had worked for HPR since 2018. At the time of the incident, his position was HPR's Dairy Division Supervisor.

62. Alejandro had worked for HPR since 2020. At the time of the incident, his position was an electrician.

63. Carlos had worked for HPR since 2025. At the time of the incident, his position was a maintenance technician.

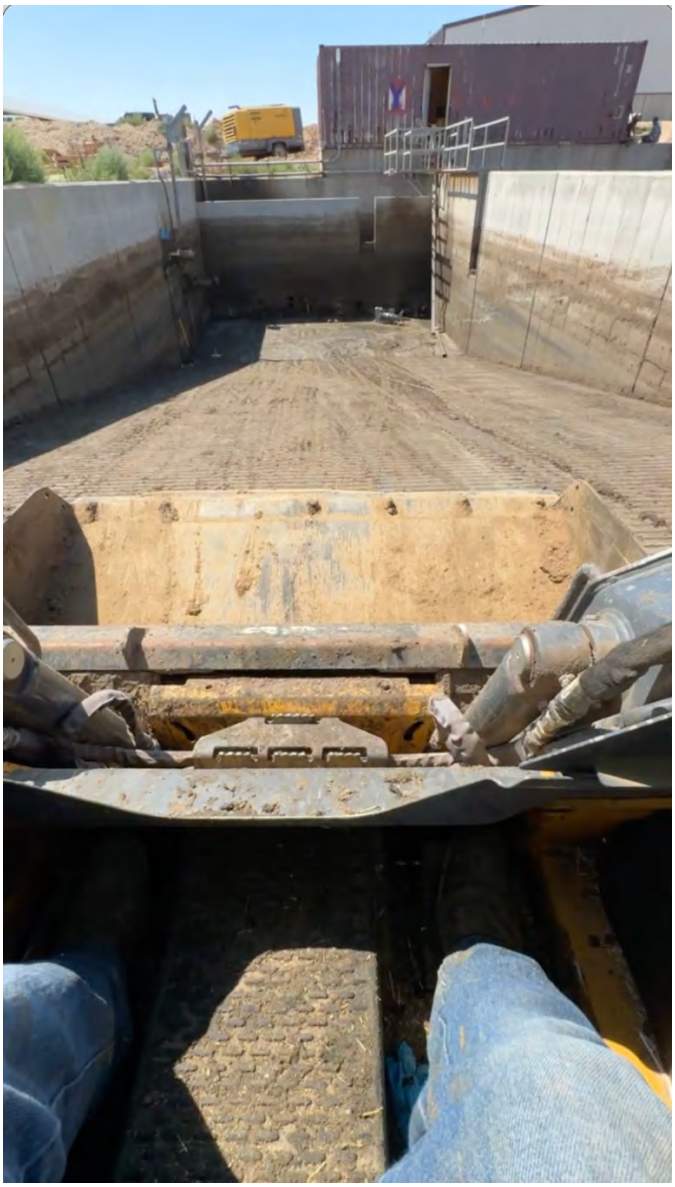
64. Oscar was hired as an apprentice by HPR on August 4, 2025. The incident occurred in his third week of work.

65. Prospect hired HPR to perform work on the Dairy's manure management system, including work replacing a pump and performing maintenance on agitators located outside the pump pit.

66. On August 20, 2025, the four men were at Prospect Dairy to perform that work.

67. Early in the day they worked on the manure management system, including replacing a pump in the pump pit.

68. Later in the day, they were working on the agitators outside the pit (Fig. 7).



(Fig. 7 – Screenshot of video taken by Oscar and sent to friend at 2:59pm on Aug. 20, 2025).

69. At 5:26pm, Oscar texted a friend that they were almost done with work.

70. Shortly after that text, Alejandro, Carlos, and Oscar finished the work they were contracted to perform and returned to their work truck. But when they reached it, they found that it had a flat tire that needed to be repaired before they could leave the job site.

71. The manure management system could not have been reactivated before HPR employees had completed their work.

72. At the time the system was reactivated, none of the four men was still performing any work HPR had been contracted to perform for Prospect, so they were not within the course and scope of any statutory employment with Prospect that may have existed under C.R.S. §§ 8-41-401 and 8-41-402.

THE SYSTEM IS REACTIVATED

73. While Alejandro, Carlos, and Oscar were replacing the flat tire, Bos reactivated the manure management system remotely from his phone.

74. Based on the Weld County Sheriff's description of surveillance video, the reactivation took place shortly before 6:06 pm on August 20, 2025.

75. When the manure management system was reactivated, manure water was forced through piping that ran along the floor of the pump pit.

76. When the manure water reached a 90-degree joint that rose vertically from the pipe, a thrust load was exerted against the joint as the water was directed upwards.

77. Because the piping was unstable and inadequately supported, the thrust load caused a pipe joint to separate. (Fig. 8).



(Fig. 8 – Photo of the pipe joint rupture from November 5, 2025 inspection).

78. None of the HPR employees had performed work on the section of pipe that ruptured.

79. When the pipe joint ruptured, manure water poured out of the failed joint and into the pump pit. The release of manure water filled the pump pit with H2S gas, making the atmosphere in the pit deadly.

80. There was no gas monitor in the pit. No alarm sounded. There was no forced ventilation. There was no confined space entry procedure. There was no rescue plan or rescue equipment on site. And there were no signs warning people not to enter the pit in the event of a leak.

THE FATALITIES

81. When the pipe joint failed, an employee of the dairy asked Jorge to help close a valve and stop more manure water from filling the pit.

82. Jorge ran down into the pit with the dairy employee to help stop the system.

83. Operating valves in the manure management system was not within the scope of the work HPR was contracted to perform for Prospect. Jorge was just trying to help the dairy employee.

84. Before Jorge entered the pump pit, no one from the dairy warned him about the danger of H2S and there were no signs in or around the entrance to the pump pit to warn him about the danger.

85. Because of where the joint failed, the valve Jorge needed to reach was at the far end of the pit from the bottom of the entry staircase.

86. Near the bottom of the stairs, the dairy employee who entered the pit with Jorge collapsed.

87. By this time, two HD employees had arrived at the top of the stairs. One of them managed to pull the dairy employee up to the top of the stairs, where he regained consciousness.

88. Despite having collapsed after entering the pit and knowing that it was extremely dangerous, the dairy employee yelled to Alejandro, Carlos, and Oscar that Jorge was down in the pit and that they needed to help him.

89. Hearing this, Alejandro, Carlos, Oscar, and two other HPR employees ran to the pit.

90. They arrived at the top of the stairs just in time to see Jorge collapse near the shut off valve.

91. Seeing Jorge collapse, Alejandro descended into the pit to rescue him. But as Alejandro reached Jorge's unconscious body, he too lost consciousness.

92. Seeing their father collapse, Oscar and Carlos ran down the stairs. But before they could even reach their father's body, they also succumbed to the gas.

93. During the commotion, the dairy employee who had been rescued and a second dairy employee also rushed in to help the other victims.

94. Watching from the top of the stairs, another HPR employee called 911 and reported that people had gone into the pump pit and collapsed. He said that he had no idea what kind

of gas they had been exposed to, that they had collapsed and were lying in the water, and that the other people on site could not reach them without also collapsing.

95. One of HD Builders' personnel realized that gas must have been causing the men to collapse in the pit. So, he tried to find equipment to pull the victims out. Because the dairy had no rescue equipment on site, the only thing he could find was an extension cord. He managed to throw the end of the extension cord to one of the people in the pit. But before the cord could be used to pull him out, that person lost consciousness and collapsed.

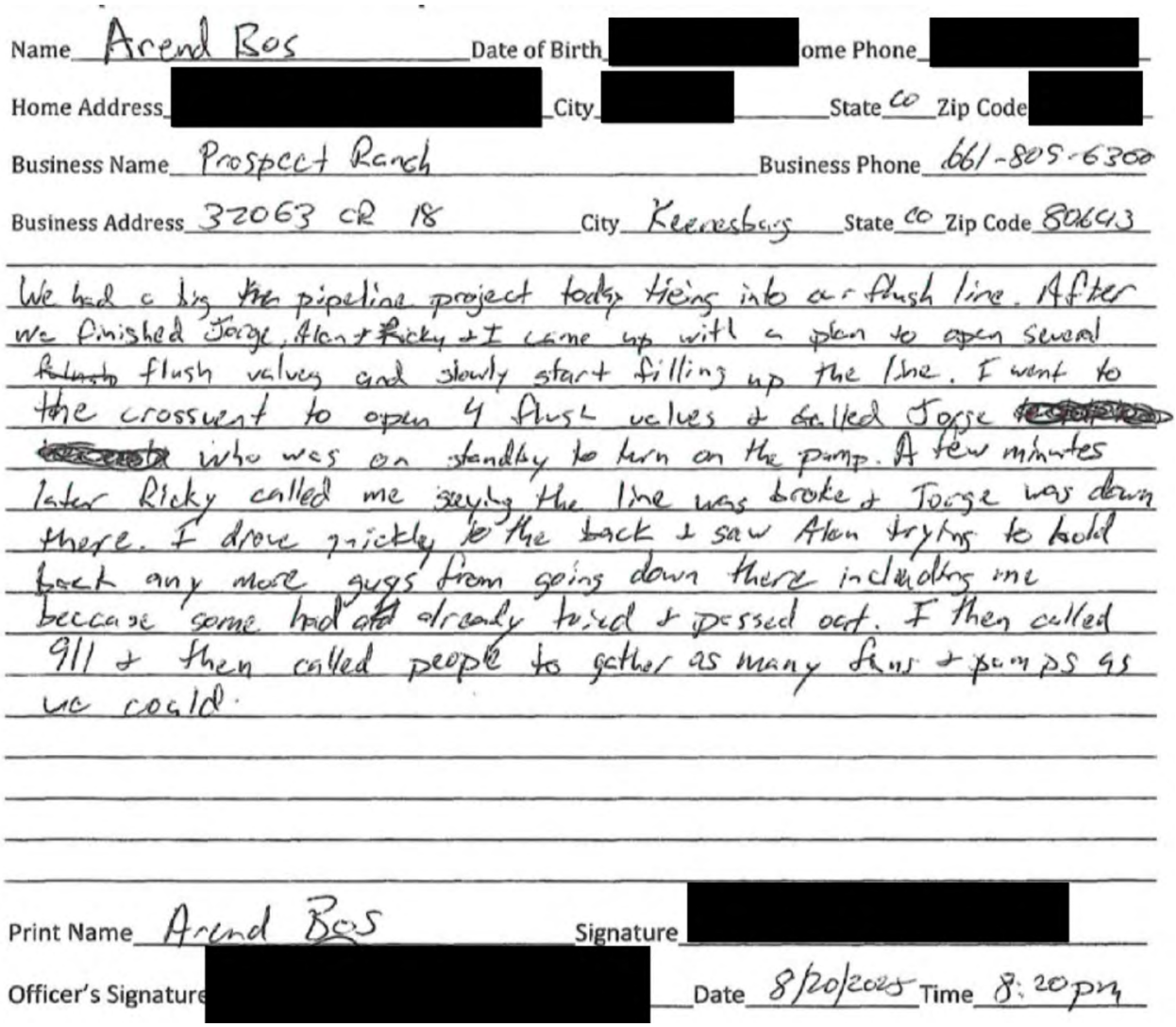
96. Jorge, Alejandro, Carlos, and Oscar died in the pit along with the two dairy employees. Autopsies determined that the cause of death for all four HPR employees was H2S exposure. The autopsies of Oscar and Carlos also found evidence of foreign substances in their lungs, indicating they aspirated manure water after they collapsed.

97. When the fire department responded to the site, their H2S detectors registered a concentration over the detection limit of the devices. Because it was too dangerous for emergency personnel to enter the pit, the final body was not recovered and pronounced dead unti12:20am.

AREND BOS'S INCONSISTENT STATEMENTS REGARDING THE EVENTS

98. Shortly after the incident, Weld County Sheriff's Deputy Gabriel Gallegos overheard Bos speaking to the medical examiner before all the bodies had been recovered from the pit. Standing close by, Deputy Gallegos heard Bos say, "he and his crew were working on replacing a pipe into the pump room in the conex box. Arend stated his crew was working down below when a pipe burst. Alejandro Espinosa was the main contractor who was the expert on this pipe system." Deputy Gallegos continued, "Arend stated he heard Alejandro on the phone state the pipe was broken and others began to run down into the area to help. When Arend left his staging area and entered the area of the conex he began to tell other employees to get back and to not enter the area."

99. In contrast, Bos's handwritten statement to the Southeast Weld Fire Department tells a different story. It is reproduced in full in Fig. 9.



Name Arend Bos Date of Birth [redacted] ome Phone [redacted]

Home Address [redacted] City [redacted] State CO Zip Code [redacted]

Business Name Prospect Ranch Business Phone 661-805-6300

Business Address 32063 CR 18 City Keenesburg State CO Zip Code 80643

We had a big the pipeline project today tieing into an flush line. After we finished Jorge, Alan + Ricky + I came up with a plan to open several flush valves and slowly start filling up the line. I went to the crossuent to open 4 flush values + called Jorge [redacted] who was on standby to turn on the pump. A few minutes later Ricky called me saying the line was broke + Jorge was down there. I drove quickly to the back + saw Alan trying to hold back any more guys from going down there including me because some had all already tried + passed out. I then called 911 + then called people to gather as many fans + pumps as we could.

Print Name Arend Bos Signature [redacted]

Officer's Signature [redacted] Date 8/20/2025 Time 8:20pm

(Fig. 9 – Arend Bos's Handwritten Statement to the Fire Department).

100. The day after the incident, Bos spoke to Adam Kickish, an investigator for one of the insurance carriers involved in the incident. According to Mr. Kickish, Bos told him that, "he was told the structure was clear, so he proceeded to operate the worked-on valve remotely from his phone. After opening the valve, another valve in the basement failed flooding the structure with H2S and then liquid cow manure. [the HPE employees were] not working on the valve that failed. The failed valve and piping was installed by HD Builders. A deceased [HPR] employee Jorge (George) Sanchez was either in the basement of the structure or ran down after he heard a loud pop in the basement."

101. These three statements are irreconcilable. To the medical examiner, Bos states that he was working on the site with Alejandro and that he was close enough to Alejandro to hear

him tell someone else that the pipe had burst. To the fire department, Bos states that it was Jorge who opened the valve, and that Bos had to drive back to the site after hearing about it from Ricky. Eventually, in his statement to the investigator the following day, Bos admits it was him that activated the pump, doing so remotely from his phone, and that the HPR employees were not working on the part of the system that failed.

DEFENDANTS' KNOWLEDGE OF THE DANGER POSED BY THE PUMP PIT AND RECKLESS DISREGARD OF THAT DANGER

102. Prospect and Bos knew the manure piping in the pump pit was not adequately supported. That is why they used ratchet straps to hold the system together.

103. Prospect and Bos also knew the manure piping was getting less stable, which is why a second strap was added to the piping near the eventual rupture before the incident.

104. Prospect and Bos also knew that a manure release into the pump pit would fill the pit with deadly H2S gas because they are experienced in the dairy industry.

105. Prospect and Bos also knew that warning sings, H2S detectors, confined space entry procedure, rescue plans, and rescue equipment are necessary to safely respond to an H2S leak.

106. Despite knowing that an H2S leak was potentially deadly, Prospect and Bos chose not to repair the unstable piping with properly designed and engineered pipe supports.

107. Despite knowing that an H2S leak was potentially deadly, Prospect and Bos failed to provide any verbal or visual warnings to contractors about the danger in the event of a manure water leak.

108. Despite knowing that an H2S leak was potentially deadly, Prospect and Bos failed to provide H2S detectors in the pump pit.

109. Despite knowing that an H2S leak was potentially deadly, Prospect failed to have a confined space entry procedure, a rescue plan, or rescue equipment in place at the pump pit at the time of the pipe rupture.

110. The above conduct was purposefully committed by Prospect and Bos despite realizing it was dangerous. It was done heedlessly and recklessly, without regard to the consequences or to the rights and safety of others, including Jorge, Alejandro, Carlos, and Oscar.

111. In addition, even after being rescued from unconsciousness in the pit, a Prospect employee urged Alejandro, Carlos, and Oscar to enter the pit in a futile attempt to save Jorge. This conduct was also reckless in light of the danger of H2S poisoning, which the employee had just personally experienced.

112. In failing to repair the unstable pipes, failing to warn contractors about the danger of H2S, failing to provide H2S detectors, and failing to have a confined space entry plan, rescue plan, or rescue equipment in place, Prospect and Bos consciously disregarded a substantial and unjustifiable risk that a person would be killed by H2S in the pump pit.

113. Through their employee's conduct in urging Alejandro, Carlos, and Oscar to enter the pit despite the gas having caused the employee to lose consciousness seconds before, Prospect consciously disregarded a substantial and unjustifiable risk that Alejandro, Carlos, and Oscar would be killed by H2S in the pump pit.

114. Accordingly, Prospect and Bos's reckless conduct in the face of the substantial and unjustifiable risk associated with the manure management system resulting in the deaths of Jorge, Alejandro, Oscar, and Carlos constituted manslaughter under C.R.S. § 18-3-104(1)(a).

115. The wrongful acts, neglect, and default that caused the deaths of Jorge, Alejandro, Oscar, and Carlos therefore constituted a felonious killing as that term is defined in C.R.S. § 15-11-803(1)(b).

ALLEGATIONS REGARDING C.R.S. § 13-17-201(2)

116. Plaintiffs contend that their claims fall within existing Colorado precedent. However, to the extent Defendants argue that any of the claims in this case are barred by existing law, Plaintiffs assert that they bring this case for the express purpose of extending, limiting, modifying, or reversing existing precedent and law as follows:

a. *Horodyskyj v. Karanian*, 32 P.3d 470, 475 (Colo. 2001), holding that worker's compensation exclusivity only applies to injuries that arise out of and occur in the course of a person's employment. Here, Plaintiffs seek to extend the rule from this case to find that the deaths of Jorge, Alejandro, Oscar, and Carlos did not arise from any statutory employment with any of the Defendants nor did they occur during the course of any statutory employment because they occurred after the contracted work was complete and were not caused by any work they performed at the dairy.

b. *Krol v. CF & I Steel*, 2013 COA 32 ¶ 31, holding that worker's compensation exclusivity based on C.R.S. § 8-41-402 only applies to injuries that happen to a worker while he is working on an owner's property and performing work to that property or improvements on the property. Here, Plaintiffs seek to extend the rule from this case to find that the deaths of Jorge, Alejandro, Oscar, and Carlos did not occur while any of them was performing work to Prospect Valley Dairy, LLC's improvements to real property and that the exclusivity in C.R.S. § 8-41-402 only applies to the owner of the dairy not other entities or individuals that fall within the extremely broad definition of a landowner under C.R.S. § 13-21-115.

c. *Monell v. Cherokee River Inc*. 2015 COA 21, holding that whether an entity is a statutory employer depends on whether the subcontractor's worker was injured while engaged in activity that was part of the business or work that subcontractor was hired to perform. Here, Plaintiffs seek to extend this rule to cover a situation where injuries occur after contracted work is complete and that do not arise from the contracted work itself.

d. *Finlay v. Storage Technology Corp*., 764 P.2d 62 (Colo. 1988), holding that a contractor is not a statutory employee when their work is not part of the routine business operations of a putative statutory employer that would otherwise be completed by the employer's own employees. Here, the work HPR was contracted to perform was highly specialized, required the entire manure management system to be shut down, and was not the type of work that would have been performed by Prospect employees had HPR not been contracted to perform it.

FIRST CLAIM FOR RELIEF
(Premises Liability, C.R.S. § 13-21-115 Resulting in Wrongful Death against Prospect Valley Dairy, LLC, Prospect Ranch, LLC, and Arend Bos)

117. All of the above allegations are incorporated into this claim for relief.

118. Each Defendant named in this claim for relief was a landowner of the Dairy within the meaning of C.R.S. § 13-21-115 because each was one or more of the following: a title holder to the property; a person in possession of the property; a person legally responsible for the condition of the property, including the pump pit and the piping inside it; and a person legally responsible for the activities conducted and circumstances existing on the property, including the operation of the manure management system.

119. On August 20, 2025, Jorge, Alejandro, Oscar, and Carlos entered the Dairy's property under an agreement to do perform work under a contract between one or more Defendants and HPR.

120. At the time of the incident, even though the work they were contracted to perform for Defendants had ended, Jorge, Alejandro, Oscar, and Carlos were still on the property with the agreement and consent of Defendants.

121. Accordingly, each of the four men was an invitee under C.R.S. § 13-21-115.

122. The following dangerous conditions, activities, and circumstances existed on the property, among others:

a. Piping in the pump pit that was unsupported, unstable, and held together with ratchet straps;

b. Piping that was becoming more unstable over time, resulting in additional straps being added before the incident;

c. Piping that was held in place by deteriorated or already damaged pipe straps that were inadequate to support the forces involved in starting and operating the manure management system;

d. The manure management system being operated in a below-grade confined space with a single access and exit staircase;

123. Defendants actually knew or, in the exercise of reasonable care, should have known of each of those dangers based on their ownership, operation, and observations of the system; their employees and contractors operating, maintaining, and repairing the system; their participation in the dairy industry, where H2S is a recognized danger; and their knowledge that the pump pit was a below-grade confined space with no monitoring, ventilation, entry or rescue procedures, warning signs, or rescue equipment.

124. The Prospect Defendants' actual knowledge of the danger is further established by its employee entering the pit and losing consciousness from the H2S gas before initially being rescued.

125. Defendants failed to use reasonable care to protect Jorge, Alejandro, Oscar, and Carlos against those dangers through the following conduct, among other failures:

a. Failing to repair the system after learning the pipes were unstable;

b. Using ratchet straps as an attempt to support the system instead of adequate pipe supports;

c. Allowing the system to operate with damaged or deteriorated pipe straps in place;

d. Failing to install gas monitoring or alarms in the pump pit;

e. Failing to adopt and enforce a confined space entry procedure for the pit;

f. Failing to have rescue equipment or a rescue plan in place at the time of the incident;

g. Failing to train dairy employees about the danger posed by H2S in the event of a manure water release;

h. Failing to place warning signs about the danger posed by H2S in the event of a manure water release near the pit; and

i. Reactivating the manure management system knowing the piping was unstable and being held together with ratchet straps.

126. As a direct and proximate result of Prospect and Bos's negligence, Jorge, Alejandro, Oscar, and Carlos died in the pit.

127. At the time of their deaths, Jorge, Alejandro, Oscar, and Carlos were not acting within the course and scope of any statutory employment with Prospect or Bos and their deaths did not arise from any such statutory employment because the work they were contracted to perform at Prospect Dairy was complete; the work they were contracted to perform did not involve operating shut-off valves to the manure management system when a pipe ruptured or rescuing people from the pit; the work they had performed on improvements to real property was complete at the time of the incident; their injuries did not arise from the work they had performed on improvements to real property or from their contracted work with Prospect; and the work HPR was contracted to perform was specialized work, not part of Prospect's regular business of the type of work that would be otherwise completed by the Dairy's own employees in the absence of the HPR employee's presence.

128. As a result of their loved ones' deaths, Plaintiffs have suffered damages that are recoverable under C.R.S. § 13-21-201.

129. Prospect and Bos's reckless conduct in the face of the substantial and unjustifiable risk associated with the manure management system resulting in the deaths of Jorge, Alejandro, Oscar, and Carlos constituted manslaughter under C.R.S. § 18-3-104(1)(a).

130. The wrongful acts, neglect, and default that caused the deaths of Jorge, Alejandro, Oscar, and Carlos therefore constituted a felonious killing as that term is defined in C.R.S. § 15-11-803(1)(b).

SECOND CLAIM FOR RELIEF
(Negligence Resulting in Wrongful Death against Prospect Valley Dairy, LLC, Prospect Ranch, LLC, and Arend Bos)

131. All of the above allegations are incorporated into this claim for relief.

132. Colorado's Premises Liability Act, C.R.S. § 13-21-115 (the "PLA"), is the exclusive civil remedy against a landowner brought by a person who alleges injury occurring while on the real property of another, so common-law tort claims against landowners are preempted where the PLA applies. C.R.S. § 13-21-115(3); *Vigil v. Franklin*, 103 P.3d 322 (Colo. 2004). Plaintiffs believe their claims against Prospect and Bos are governed

by the PLA. However, as permitted by C.R.C.P. 8 and *Macomber v. Nations* Roof, LLC, 2025 COA 59, ¶ 14, Plaintiffs plead the following negligence claim in the alternative in the event these Defendants contend they are not "landowners" within the meaning of the PLA.

133. Because operating a manure management system in an underground pit is an inherently dangerous activity, Prospect and Bos owed Jorge, Alejandro, Oscar, and Carlos a duty to exercise the highest degree of care consistent with the practical conduct of their business under the present state of the art. *Blueflame Gas, Inc. v. Van Hoose*, 679 P.2d 579, 588 (Colo. 1984).

134. In the alternative, Prospect and Bos owed Jorge, Alejandro, Oscar, and Carlos a duty to exercise reasonable care in operating the manure management system.

135. Prospect and Bos breached their duty of care through the following conduct, among other failures:

a. Failing to repair the piping system after it became unstable.

b. Attempting to use ratchet straps rather than adequate pipe supports to stabilize the system.

c. Failing to place warning signs near the pit warning of the danger associated with H2S gas.

d. Failing to place H2S detectors in the pit.

e. Failing to establish a confined space entry and rescue plan.

f. Failing to have rescue equipment near the pit.

g. Failing to train Prospect's employees about the danger of H2S gas.

h. Through their employee asking Jorge to enter the pit after the pipe rupture to shut off the flow of manure water despite the danger of H2S.

136. Through their employee urging of Alejandro, Oscar, and Carlos to enter to pit in a futile attempt to rescue Jorge, despite the employee already having been knocked out by the gas in the pit.

137. Prospect and Bos knew or should have known that each of these failures endangered the lives of people at the dairy, including Jorge, Alejandro, Oscar, and Carlos.

138. As a direct and proximate result of Prospect and Bos's negligence, Jorge, Alejandro, Oscar, and Carlos died in the pit.

139. At the time of their deaths, Jorge, Alejandro, Oscar, and Carlos were not acting within the course and scope of any statutory employment with Prospect or Bos and their deaths did not arise from any such statutory employment because the work they were contracted to perform at Prospect Dairy was complete; the work they were contracted to perform did not involve operating shut-off valves to the manure management system when a pipe ruptured or rescuing people from the pit; the work they had performed on improvements to real property was complete at the time of the incident; their injuries did not arise from the work they had performed on improvements to real property or from their contracted work with Prospect; and the work HPR was contracted to perform was specialized work, not part of Prospect's regular business of the type of work that would be otherwise completed by the dairy's own employees in the absence of the HPR employee's presence.

140. As a result of their loved ones' deaths, Plaintiffs have suffered damages that are recoverable under C.R.S. § 13-21-201.

141. Prospect and Bos's reckless conduct in the face of the substantial and unjustifiable risk associated with the manure management system resulting in the deaths of Jorge, Alejandro, Oscar, and Carlos constituted manslaughter under C.R.S. § 18-3-104(1)(a).

142. The wrongful acts, neglect, and default that caused the deaths of Jorge, Alejandro, Oscar, and Carlos therefore constituted a felonious killing as that term is defined in C.R.S. § 15-11-803(1)(b).

THIRD CLAIM FOR RELIEF
(Negligence —HD Builders, LLC)

143. All of the above allegations are incorporated into this claim for relief.

144. HD Builders, LLC installed piping in the Dairy's manure management system, including the pipe joint that ruptured and components of the manure management system adjacent to the rupture.

145. Because installing, maintaining, and repairing a manure management system in an underground pit is an inherently dangerous activity, HD Builders owed Jorge, Alejandro, Oscar, and Carlos a duty to exercise the highest degree of care consistent with the practical conduct of its business under the present state of the art. *Blueflame Gas, Inc. v. Van Hoose*, 679 P.2d 579, 588 (Colo. 1984).

146. In the alternative, HD Builders owed Jorge, Alejandro, Oscar, and Carlos a duty to exercise reasonable care in installing, maintaining, and repairing a manure management system.

147. HD Builders breached its duty of care through the following conduct, among other failures:

a. Failing to repair the piping system after it was found to be unstable, as evidenced by ratchet straps being used to stabilize the pipes.

b. Failing to ensure the pipe straps in place near the pipe rupture were in good condition and able to support the forces involved in start-up and operation of the system after completing repair work on the pipes.

c. Clearing the system to be reactivated despite it being in an unsafe and unstable condition.

148. HD Builders knew or should have known that these acts created a foreseeable risk of injury to bystanders in the event of a manure water leak through a release of H2S gas.

149. As a direct and proximate result of HD Builder's negligence, the pipe joint failed, releasing manure water and H2S gas into the pit.

150. Jorge, Alejandro, Oscar, and Carlos died in the pit.

151. As a result of their loved ones' deaths, Plaintiffs have suffered damages that are recoverable under C.R.S. § 13-21-201.

FOURTH CLAIM FOR RELIEF
(PLA – HD Builders, LLC)

152. All of the above allegations are incorporated into this claim for relief.

153. Colorado's Premises Liability Act, C.R.S. § 13-21-115 (the "PLA"), is the exclusive civil remedy against a landowner brought by a person who alleges injury occurring while on the real property of another, so common-law tort claims against landowners are preempted where the PLA applies. C.R.S. § 13-21-115(3); *Vigil v. Franklin*, 103 P.3d 322 (Colo. 2004). Plaintiffs believe their claims against HD Builders are governed by the PLA. However, as permitted by C.R.C.P. 8 and *Macomber v. Nations* Roof, LLC, 2025 COA 59, ¶ 14, Plaintiffs plead the following negligence claim in the alternative in the event HD Builders contends it is a "landowner" within the meaning of the PLA.

154. Under this theory, HD Builders was a landowner with respect to the manure management system because there were legally responsible for the part of the manure management system that failed and were still on site at the time of the failure.

155. On August 20, 2025, Jorge, Alejandro, Oscar, and Carlos entered the Dairy's property under an agreement to do perform work under a contract between one or more Defendants and HPR.

156. At the time of the incident, even though the work they were contracted to perform for Defendants had ended, Jorge, Alejandro, Oscar, and Carlos were still on the property with the agreement and consent of Defendants.

157. Accordingly, each of the four men was an invitee under C.R.S. § 13-21-115.

158. At the time of the incident, the following dangers, among others, existed on the property:

a. Piping in the pump pit that was unsupported, unstable, and held together with ratchet straps;

b. Piping that was becoming more unstable over time, resulting in additional straps being added before the incident;

c. Piping that was held in place by deteriorated or already damaged pipe straps that were inadequate to support the forces involved in starting and operating the manure management system;

d. The manure management system being operated in a below-grade confined space with a single access and exit staircase;

159. HD Builders failed to exercise reasonable care with respect to these dangers through the following conduct, among other failures:

a. Failing to repair the piping system after it was found to be unstable, as evidenced by ratchet straps being used to stabilize the pipes.

b. Failing to ensure the pipe straps in place near the pipe rupture were in good condition and able to support the forces involved in start-up and operation of the system after completing repair work on the pipes.

c. Clearing the system to be reactivated despite it being in an unsafe and unstable condition.

160. As a direct and proximate result of HD Builder's failures, the pipe joint failed, releasing manure water and H2S gas into the pit.

161. Jorge, Alejandro, Oscar, and Carlos died in the pit.

162. As a result of their loved ones' deaths, Plaintiffs have suffered damages that are recoverable under C.R.S. § 13-21-201.

FIFTH CLAIM FOR RELIEF
(Vicarious Liability for independent contractors based on inherently dangerous activity and non-delegable duty – Prospect Valley Dairy, LLC, Prospect Ranch, LLC, and Arend Bos)

163. All of the above allegations are incorporated into this claim for relief.

164. Designing, installing, maintaining, and operating a manure management system in an underground pit is an inherently dangerous activity because it presents a foreseeable and significant risk of harm to others if it is not carried out carefully. *Western Stock Center, Inc. v. Sevit, Inc*., 578 P.2d 1045, 1050 (Colo. 1978).

165. Prospect Ranch, LLC engaged independent contractors, including HD Builders, among others, to design, install, repair, and maintain the manure management system.

166. Those contractors failed to exercise reasonable care with respect to the design, installation, repair, and maintenance of the system.

167. In addition, as landowners in control of the manure management system, both Prospect Entities and Bos owed a non-delegable duty to ensure that the manure management system was maintained in good working condition. *Reid v. Berkowitz*, 2013 COA 110M, 315 P.3d 185.

168. As a direct and proximate result of Prospect's contractors' negligence, Jorge, Alejandro, Oscar, and Carlos died in the pit.

169. Prospect is vicariously liable for the deaths and damages caused by those failures under both the inherently dangerous activity and non-delegable duty doctrines.

170. As a result of their loved ones' deaths, Plaintiffs have suffered damages that are recoverable under C.R.S. § 13-21-201.

PRAYER FOR RELIEF

171. Plaintiffs ask the Court to enter judgment in their favor and against Defendants for the following:

a. Noneconomic losses, including grief, loss of companionship, impairment of the quality of life, inconvenience, pain and suffering, and emotional stress, past and future;

b. Economic losses, including funeral, burial, interment, and cremation expenses and the net pecuniary loss each Plaintiff has sustained and will sustain by reason of the death of their husbands or sons;

c. Pre- and post-judgment interest as authorized by law;

d. The costs of bringing this action; and

e. Any other relief authorized by law or equity and required by justice.

172. Because the wrongful acts, neglect, and default that caused these deaths constituted felonious killings within the meaning of C.R.S. §§ 13-21-203(1)(a) and 15-11-803(1)(b), no statutory limitation applies to the noneconomic damages recoverable in this action.

173. Plaintiffs reserve the right to bring a claim for exemplary damages under C.R.S. § 13-21-102 in accordance with the statutory procedure.

JURY DEMAND

Plaintiffs demand a trial to a jury on all issues.

DATED: August 19, 2026

THE LAW OFFICE OF SAM CANNON, LLC

/s/ Sam Cannon
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